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November 2, 2007

Mr. Michael Massey
Office of Regional Counsel
Environmental Protection Agency
EPA Region 9, ORC-3
75 Hawthorne Street
San Francisco, CA 94105

Re: CERCLA Sec. 104(e) Request for Information Dated September 11, 2007

Dear Mr. Massey:

Enclosed are supplemental responsive documents to EPA Region 9's CERCLA 104(e) request ("Request") for information dated September 11, 2007. Specific responses have been prepared in table form which track the request and identify relevant attachments. You will be provided the Price Pfister signature page early next week. The scope of this supplemental production is intended to comply with the oral agreement reached with you on October 15, 2007, following transmittal to you on September 28, 2007 of three banker's boxes of technical documents relative to site characterization and remediation of the former Price Pfister facility located at 13500 Paxton Street in Pacoima, California. Our client appreciates EPA's willingness to narrow its Request.

As EPA staff review the produced documents it is important to keep the following circumstances in mind. Because manufacturing operations at the Price Pfister Pacoima facility ceased in 2002, there are no longer any employees who have personal knowledge of the subject matter of the requests for information. Nonetheless, good-faith diligent search for and review of extant, material, responsive documents were conducted, as is borne out by the production provided herewith. In any event, if there are additional questions following EPA staff review of the documents provided to date, please do not hesitate to contact the undersigned.

In closing, Price Pfister makes the following salient points:

1. There is no evidence that Price Pfister, Inc. disposed of any chemicals of concern ("COC") at any landfill owned or operated by Los Angeles By-Products or any of its affiliates. The sole reason for Price Pfister entering into the 1997 Consent Judgment was a pragmatic business judgment that payment of \$5,500 together with the

Mr. Michael Massey
November 2, 2007
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protective provisions of the Consent Judgment far outweighed the transactional costs of contesting the claims.

2. The ongoing comprehensive site investigation and remediation (essentially the Remedial Investigation Feasibility Study and Remedy process) conducted by Price Pfister at its former 13500 Pacoima Street facility under the direction of the Los Angeles Regional Water Quality Board fully addresses any accidental releases of hazardous substances at that location.
3. There is no evidence that the discharge or release of hazardous substances at the 13500 Pacoima Street property have impacted or threaten to impact the North Hollywood Operable Unit ("NHOU") of the San Fernando Valley Superfund Site.

Price Pfister anticipates that upon completion of its review of all relevant information EPA staff will reach the same conclusions.

Very truly yours,


Eileen M. Nottoli

EMN:dwk
Enclosure

cc: David A. Bacharowski, LARWQCB
Mrs. Linda Biagioni, Vice President for Environmental Affairs

SAN FERNANDO

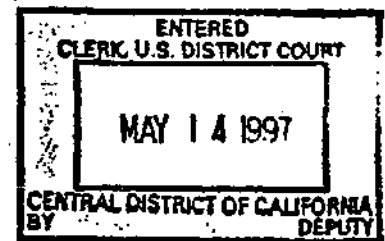
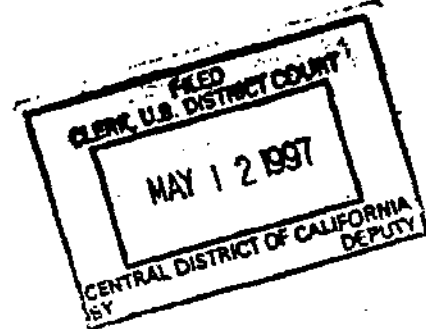
NORTH HOLLYWOOD.

SFUND RECORDS CTR
2166-08475

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IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

17 UNITED STATES OF AMERICA)

18 Plaintiff,)

19 v.)

20 ALLIED-SIGNAL, INC., et al.,)

21 Defendants.)

22 STATE OF CALIFORNIA)

23 Plaintiff,)

24 v.)

25 ALLIED-SIGNAL, INC., et al.,)

26 Defendants.)

27

28

CIVIL NO. 93-6490-MRP

SECOND
PARTIAL CONSENT DECREE

SECOND
PARTIAL CONSENT DECREE

FILED
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY

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1 I. BACKGROUND

2 A. COMPLAINTS. On October 26, 1993, the United States of
3 America ("United States"), on behalf of the Administrator of the
4 United States Environmental Protection Agency ("EPA"), and, on
5 October 29, 1993, the State of California ("State"), on behalf of
6 the State Department of Toxic Substances Control (formerly, the
7 Toxic Substances Control Program of the State Department of
8 Health Services), filed complaints in this matter pursuant to
9 Sections 107 and 113 of the Comprehensive Environmental Response,
10 Compensation, and Liability Act of 1980 ("CERCLA"), as amended,
11 42 U.S.C. §§ 9607 and 9613. Both the United States and the State
12 ("Plaintiffs") filed, prior to the lodging of this Consent
13 Decree, amended complaints, which add additional defendants to
14 the original complaints. In the amended complaints, the
15 Plaintiffs seek recovery of response costs incurred by the
16 Plaintiffs in connection with actions taken pursuant to CERCLA in
17 response to releases and threatened releases of hazardous
18 substances from the Defendants' facilities in the San Fernando
19 Valley Groundwater Basin ("Basin") and at the North Hollywood
20 Operable Unit Site ("NHOUSite") within the Basin.

21 B. SITE DESCRIPTION.

22 1. Basin. The San Fernando Valley Superfund Sites
23 ("SFV Sites") are located in the eastern half of the Basin,
24 between the San Gabriel and the Santa Monica Mountains, in Los
25 Angeles County, California. EPA has divided the SFV Sites in two
26 different ways. For the purpose of placing the SFV Sites on the
27 National Priorities List ("NPL"), EPA divided the SFV Sites into
28 the following four areas based on the location of drinking water

1 well fields that were known to be contaminated by volatile
2 organic compounds ("VOCs") in 1984: Area 1 (North Hollywood
3 Area), Area 2 (Crystal Springs Area), Area 3 (Verdugo Basin), and
4 Area 4 (Pollock Area). Once more was known about the extent of
5 groundwater contamination and for the purpose of accelerating the
6 investigation and cleanup of the SFV Sites, EPA divided the SFV
7 Sites into the following five Operable Units ("OUs"): North
8 Hollywood (the NHOU Site), Burbank, Glendale North, Glendale
9 South, and Pollock.

10 2. NHOU Site. This Consent Decree focuses on the
11 NHOU Site, originally listed as part of the San Fernando Valley
12 Area 1/North Hollywood Area NPL site. The NHOU Site is comprised
13 of the areal extent of hazardous substance groundwater
14 contamination that is presently located in the vicinity of the
15 North Hollywood Well Field and includes any areas to which and
16 from which such hazardous substance groundwater contamination
17 migrates.

18 C. NATURE OF SITE CONTAMINATION. Tests conducted in the
19 early 1980s to determine the presence of certain industrial
20 chemicals in the State's drinking water revealed extensive VOC
21 contamination in the Basin's groundwater. The primary
22 contaminants of concern were and are the solvents trichloroethene
23 ("TCE") and tetrachloroethene ("PCE"), widely used in a variety
24 of industries including metal plating, machinery degreasing, and
25 dry cleaning. By August 1985, groundwater from 27 of the 35
26 production wells in the North Hollywood Well Field alone exceeded
27 the Federal Maximum Contaminant Level ("MCL") for TCE. MCLs are
28 drinking water standards established under the Safe Drinking

1 Water Act of 1974, as amended, 42 U.S.C. § 300f et seq. Other
2 VOC contaminants in the Basin have also been detected above their
3 MCLs. As a result of this groundwater contamination, many
4 production wells have been taken out of service, despite the fact
5 that the Basin's groundwater has been used to supply the domestic
6 water needs of approximately 800,000 people. According to recent
7 estimates, the plumes of TCE contamination above the MCL in the
8 Basin's groundwater extend over an area eleven miles long and as
9 great as three miles wide.

10 D. NPL LISTING. In June 1986, EPA placed the SFV Sites,
11 which include the NHOU Site, on the NPL (see 51 Federal Register
12 21054). The NPL is promulgated pursuant to Section 105 of
13 CERCLA, 42 U.S.C. § 9605, and is a list of the most seriously
14 contaminated hazardous substances sites in the country (see 40
15 C.F.R. Part 300, Appendix B). As stated in Section I.B.1 above,
16 the SFV Sites listed on the NPL are Area 1 (North Hollywood
17 Area), Area 2 (Crystal Springs Area), Area 3 (Verdugo Basin), and
18 Area 4 (Pollock Area). The original boundaries of the SFV Sites
19 were based on the location of the drinking water well fields that
20 were known to be contaminated by VOCs in 1984. Groundwater data
21 collected since 1984 show that VOC groundwater contamination
22 extends beyond the original boundaries drawn at the time the SFV
23 Sites were placed on the NPL.

24 E. OU DESIGNATION. In 1985, EPA determined that the most
25 effective way of dealing with the spreading groundwater
26 contamination in the Basin was to divide the SFV Sites into OUs.
27 Each OU represents a discrete, interim remedial action that will
28 inhibit the migration of contamination in the groundwater prior

1 to the completion of a Basin-wide Remedial Investigation ("RI")
2 and Feasibility Study ("FS") and selection of any Basin-wide
3 remedial actions. As stated in Section I.B.1 above, EPA has
4 identified the following five OUs: North Hollywood (the NHOU
5 Site), Burbank, Glendale North, Glendale South, and Pollock. EPA
6 has issued Record of Decision ("ROD") documents selecting interim
7 remedial actions for four of these OUs: NHOU Site (1987),
8 Burbank OU (1989), and Glendale North and South OUs (1993).

9 F. NHOU SITE FS AND ROD. In November 1986, pursuant to a
10 cooperative agreement with EPA and the State of California, the
11 Los Angeles Department of Water and Power ("LADWP") completed an
12 OU FS for the NHOU Site. After providing an opportunity for the
13 public to comment on the completed OU FS, in September 1987, EPA
14 issued a ROD for the NHOU Site. The interim remedial action
15 selected in the 1987 NHOU ROD is fifteen years of groundwater
16 extraction and treatment.

17 G. NHOU SITE INTERIM REMEDIAL ACTION. In 1989, pursuant
18 to another cooperative agreement with EPA and the State of
19 California, LADWP constructed the NHOU Site groundwater
20 extraction and treatment facilities. These facilities pump out
21 contaminated groundwater, remove the contaminants from the
22 groundwater, and convey the treated groundwater to LADWP's pump
23 station for distribution to the public. Consistent with Section
24 104(c)(3) of CERCLA, 42 U.S.C. § 9604(c)(3), EPA paid for ninety
25 percent and the State paid for ten percent of the construction
26 costs of the extraction and treatment facilities; and EPA is
27 paying for ninety percent and the State is responsible for paying
28 ten percent of the operating costs of the NHOU Site interim

1 remedial action. Pursuant to its cooperative agreement with EPA
2 and the State of California, LADWP will continue to operate and
3 maintain the NHOU Site Interim Remedial Action.

4 H. BASIN-WIDE GROUNDWATER AND SOIL CLEANUP ACTIVITIES.

5 Remediation of groundwater in the Basin is a collaborative
6 undertaking of EPA, the State, LADWP, and the California Regional
7 Water Quality Control Board, Los Angeles Region ("RWQCB"). In
8 December 1992, pursuant to another cooperative agreement with
9 EPA, LADWP completed the Phase 1 Basin-wide groundwater RI. EPA
10 has begun preparing a Basin-wide groundwater FS. In addition to
11 groundwater investigation and remediation activities, EPA, in
12 conjunction with the State and RWQCB, has conducted and continues
13 to conduct soil investigations at individual facilities
14 throughout the Basin to uncover potential sources of groundwater
15 contamination. In September 1989, EPA entered into a cooperative
16 agreement with RWQCB to provide funds to augment the State's
17 program to investigate sources of groundwater contamination in
18 the Basin.

19 I. PLAINTIFFS' ALLEGATION OF DEFENDANTS' LIABILITY. The

20 Plaintiffs allege that: (i) the past, present, or potential
21 migrations of "hazardous substances," as defined in Section
22 101(14) of CERCLA, 42 U.S.C. § 9601(14), from the Defendants'
23 "facilities," as defined in Section 101(9) of CERCLA, 42 U.S.C.
24 § 9601(9), constitute actual or threatened "releases," as defined
25 in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22); (ii) the
26 Defendants are persons subject to liability under Section 107(a)
27 of CERCLA, 42 U.S.C. § 9607(a); (iii) the releases or threatened
28 releases of hazardous substances from the Defendants' facilities

1 have caused the Plaintiffs to incur and to continue to incur
2 "response" costs, within the meaning of Section 101(25) of
3 CERCLA, 42 U.S.C. § 9601(25); and (iv) the actions taken by the
4 Plaintiffs in response to releases or threatened releases of
5 hazardous substances from the Defendants' facilities were not
6 inconsistent with the National Contingency Plan.

7 J. SETTLING DEFENDANTS' DENIAL OF LIABILITY. The
8 Defendants that have entered into this Consent Decree ("Settling
9 Defendants") do not admit and expressly deny any liability to the
10 Plaintiffs arising out of the transactions or occurrences alleged
11 in the amended complaints or as set forth above. The Plaintiffs
12 and the Settling Defendants agree that neither this Consent
13 Decree, nor the entry into settlement, nor any payments pursuant
14 to this Consent Decree shall constitute or be construed as a
15 finding or an admission, adjudication or acknowledgement of any
16 fact or law, or of any liability, fault or wrongdoing, or
17 evidence of such, or an admission of violation of any law, rule
18 or regulation by Settling Defendants nor as an estoppel or waiver
19 of any defenses of Settling Defendants except as provided in
20 Section VI.G of this Consent Decree.

21 K. PURPOSE.

22 1. Pursuant to a cooperative agreement with EPA and
23 the State of California, LADWP is implementing the NHOU Site
24 Interim Remedial Action selected in the 1987 NHOU ROD. The
25 purpose of this Consent Decree is to avoid prolonged litigation
26 and to provide for the Settling Defendants' payment of specified
27 amounts of the past and future response costs for the NHOU Site
28 Interim Remedial Action selected in the 1987 NHOU ROD and of the

1 past costs of Basin-wide investigations relating to their
2 facilities located at the NHOU Site in full and complete
3 satisfaction of any and all claims against Settling Defendants
4 for such costs.

5 2. The parties to this Consent Decree ("Parties")
6 recognize that the Settling Defendants' payment represents only a
7 part of the total cost of the NHOU Site Interim Remedial Action
8 selected in the 1987 NHOU ROD and of the past costs of Basin-wide
9 investigations relating to the facilities located at the NHOU
10 Site.

11 3. In entering into this Consent Decree, the
12 Plaintiffs have considered the circumstances of the releases and
13 threatened releases of hazardous substances in the Basin, the
14 involvement of the Settling Defendants in the ownership and/or
15 operation of facilities located at the NHOU Site and the
16 willingness and capacity of Settling Defendants and the other
17 Defendants to resolve this matter.

18 4. The Parties agree, and the Court by entering this
19 Consent Decree finds, that this Consent Decree has been
20 negotiated by the Parties in good faith and implementation of
21 this Consent Decree will expedite the cleanup of the NHOU Site
22 and will avoid prolonged and complicated litigation between the
23 Parties, and that this Consent Decree is fair, reasonable, and in
24 the public interest.

1 THEREFORE, with the consent of the parties to this Consent
2 Decree, it is ORDERED, ADJUDGED, AND DECREED:

3 II. DEFINITIONS

4 Unless otherwise expressly provided herein, terms used in
5 this Consent Decree that are defined in CERCLA or in regulations
6 promulgated under CERCLA shall have the meaning assigned to them
7 in CERCLA or in such regulations. Whenever terms listed below
8 are used in this Consent Decree or in any appendices attached
9 hereto and incorporated hereunder, the following definitions
10 shall apply:

11 A. "Basin-wide Response Costs" shall mean all costs that
12 the Plaintiffs have incurred or may incur for Basin-wide/non-
13 operable unit specific investigations or other non-operable unit
14 specific response actions.

15 B. "CERCLA" shall mean the Comprehensive Environmental
16 Response, Compensation, and Liability Act of 1980, as amended, 42
17 U.S.C. §§ 9601 et seq.

18 C. "Certification of Completion" shall mean EPA's
19 certification pursuant to Section 122(f)(3) of CERCLA, 42 U.S.C.
20 § 9622(f)(3), that all remedial actions have been completed that
21 relate to the NHOU Site in accordance with the requirements of
22 the National Contingency Plan and any applicable Record of
23 Decision.

24 D. "Consent Decree" or "Second Partial Consent Decree"
25 shall mean this Decree and any attached appendices. In the event
26 of conflict between this Decree and any appendix, this Decree
27 shall control. "First Consent Decree" shall mean the Partial
28 Consent Decree in this action lodged with this Court on March 14,

1 1996 and entered by this Court on August 8, 1996.

2 E. "Day" shall mean a calendar day. In computing any
3 period of time under this Consent Decree, where the last day
4 would fall on a Saturday, Sunday, or Federal Holiday, the period
5 shall run until the close of business of the next working day.

6 F. "EPA" shall mean the United States Environmental
7 Protection Agency and any successor departments or agencies of
8 the United States.

9 G. "Future Basin-wide Response Costs" shall mean all
10 Basin-wide response costs that EPA has incurred or will incur
11 after April 30, 1992 and that the State has incurred or will
12 incur after December 31, 1993.

13 H. "Interest," in accordance with Section 107(a) of
14 CERCLA, 42 U.S.C. § 9607(a), shall mean interest at the rate
15 specified for interest on investments of the Hazardous Substance
16 Superfund established pursuant to the Internal Revenue Code, 26
17 U.S.C. § 9507. In calculating interest, Plaintiffs may compound
18 on a monthly or annual basis.

19 I. "Interim Remedial Action" shall mean the interim
20 remedial action selected in the 1987 NHOU ROD.

21 J. "North Hollywood Operable Unit" or "NHOU Site" shall
22 mean the areal extent of hazardous substance groundwater
23 contamination that is presently located in the vicinity of the
24 North Hollywood Well Field and includes any areas to which and
25 from which such hazardous substance groundwater contamination
26 migrates. EPA has determined that each of the Settling
27 Defendants named in its amended complaints has owned and/or
28 operated and/or currently owns and/or operates facilities that

1 are located at the NHOU Site and/or has arranged for the disposal
2 of hazardous substances at a facility located at the NHOU Site.

3 K. "Parties" shall mean the United States, the State of
4 California, and the Settling Defendants.

5 L. "Past Basin-wide Response Costs" shall mean Basin-wide
6 Response Costs incurred by EPA prior to and including April 30,
7 1992 and Basin-wide Response Costs incurred by the State prior to
8 and including December 31, 1993.

9 M. "Plaintiffs" shall mean the United States and the State
10 of California.

11 N. "Releasees" shall mean Settling Defendants and their
12 officers, directors, employees and agents, and where the Settling
13 Defendant is a trustee, its successor trustees appointed to carry
14 out the purposes of said trust; and where the Settling Defendant
15 is a corporate entity, its corporate successors to potential
16 liability for the NHOU Site. "Releasees" shall also mean the
17 entities associated with one or more of the Settling Defendants
18 as set forth in Appendix 1 to this Consent Decree. However,
19 Releasees shall not include any person or entity with liability
20 for the NHOU Site independent of that person's or entity's
21 association with a Settling Defendant.

22 O. "Settling Defendants" shall mean

23 1. Defendants AlliedSignal, Inc., Hawker Pacific,
24 Inc., Peggy M. Wagner, Joseph Basinger, California Car Hikers
25 Service, Inc., and Los Angeles By-Products Co.;

26 2. The following parties who were not sued by the
27 governments, and who, as described below, are related to one or
28 more of the other defendants, or third party defendants, or to

1 the property where such other defendant(s) or third party
2 defendant(s) operate or operated in the past:

3 a. Textron, Inc., related to third party
4 defendant HR Textron, Inc.;

5 b. Sundstrand Corporation, Joan O'Brien, William
6 E. Tolson, Gary O'Brien, and Jean W. Blomberg, related to the
7 property in Pacoima, California where third party defendant HR
8 Textron operates;

9 c. Sam Adlen, related to defendant California Car -
10 Hikers Service, Inc.;

11 d. The Los Angeles County Metropolitan
12 Transportation Authority, related to the property in Sun Valley,
13 California where defendant California Car Hikers Service, Inc.
14 operates; and

15 e. Unitrode, Inc. and U.S. Mikrotec Components,
16 related to the property in Sun Valley, California, where third
17 party defendant AVX Filters Corporation operates.

18 3. Third party defendants, who have not been sued by
19 the governments, Parker-Hannifin Corporation, Inchcape, Inc.,
20 Crown Disposal Company, Inc., Western Waste Industries, Browning-
21 Ferris Industries of California, Inc., E.I. DuPont De Nemours, HR
22 Textron, Inc., AVX Filters Corporation, Price Pfister, Inc.,
23 Nupla Corporation, Chase Chemical Company, Inc., Holchem, Inc.,
24 Herman and Isabel Benjamin, and the Benjamin Family Trust.

25 4. Third party defendants Parker-Hannifin Corporation
26 and Inchcape, Inc. were brought into this litigation by third
27 party complaints filed by Hawker Pacific, Inc., Gordon and Peggy
28 Wagner and Joseph Basinger. Those parties have entered into a

1 separate Settlement Agreement, a copy of which is attached as
2 Exhibit A, which shall govern as between and among them to the
3 extent their respective rights, obligations and releases set
4 forth in said Settlement Agreement differ from and/or are greater
5 than those contained in this Consent Decree.

6 P. "State" shall mean the State of California.

7 Q. "United States" shall mean the United States of
8 America.

9 R. "1987 NHOU ROD" shall mean the EPA Record of Decision
10 relating to the North Hollywood Operable Unit of the San Fernando
11 Valley Area 1/North Hollywood Area National Priorities List site
12 that was signed in September 1987 by the EPA Region IX Deputy
13 Regional Administrator, acting for the Regional Administrator,
14 and all attachments thereto.

15 S. "1987 NHOU ROD Response Costs" shall mean all past and
16 future costs that the Plaintiffs or any other person have
17 incurred or will incur for implementation of the remedy selected
18 in the 1987 NHOU ROD.

19 III. JURISDICTION

20 This Court has jurisdiction over the subject matter of this
21 action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C.
22 §§ 9606, 9607, and 9613(b). This Court also has personal
23 jurisdiction over the Settling Defendants. Solely for the
24 purposes of this Consent Decree, the Settling Defendants waive
25 all objections and defenses that they may have to jurisdiction of
26 this Court or to venue in this District and shall not challenge
27 the entry of this Consent Decree or this Court's jurisdiction to
28 enter and enforce this Consent Decree.

1 IV. PARTIES BOUND

2 This Consent Decree is binding upon the Plaintiffs, and upon
3 the Settling Defendants and their heirs, successors, and assigns.
4 Any change in ownership or corporate or other legal status,
5 including but not limited to any transfer of assets or real or
6 personal property, shall in no way alter the status or
7 responsibilities of the Settling Defendants under this Consent
8 Decree.

9 V. REIMBURSEMENT OF RESPONSE COSTS AND RELATED OBLIGATIONS

10 A. PAYMENT OF RESPONSE COSTS. Except as otherwise
11 provided in Paragraph V.F, within thirty (30) days of entry of
12 this Consent Decree, each Settling Defendant shall pay the
13 settlement amount it is obligated to pay pursuant to Paragraph
14 V.F below to the United States and to the State for 1987 NHOU ROD
15 Response Costs and Past Basin-wide Response Costs.

16 B. FORM OF PAYMENT. Payment to the United States by each
17 Settling Defendant shall be made in accordance with instructions
18 provided by Plaintiff United States to the Settling Defendants
19 upon execution of the Consent Decree. Of the total amount to be
20 paid to EPA pursuant to this Consent Decree, \$ 2,961,540 shall be
21 deposited in the EPA Hazardous Substance Superfund as
22 reimbursement for past response costs incurred at or in
23 connection with the Site as of the Effective Date of this Consent
24 Decree, and \$ 1,850,960 ("the Remainder") and any Interest
25 payments shall be deposited in the NHOU Special Account to be
26 retained and used to conduct or finance the response action at or
27 in connection with the Site. Any balance remaining in the NHOU
28 Special Account after completion of the response at or in

1 connection with the Site shall be deposited in the EPA Hazardous
2 Substance Superfund. Payment to the State shall be made in the
3 form of a certified check or cashier's check made payable to
4 "Cashier, Department of Toxic Substances Control," and shall be
5 forwarded to:

6 Department of Toxic Substances Control
7 State of California
8 Accounting Office
400 P Street, 4th Floor
Sacramento, California 95814

9 Each Settling Defendant shall send a transmittal letter with the
10 check referencing the North Hollywood Operable Unit/San Fernando
11 Valley Area 1 Site, Project Nos. 300126 and 300287. Each
12 Settling Defendant shall also send a copy of its check and
13 transmittal letter to the State as specified in Section XI.

14 C. FAILURE TO MAKE TIMELY PAYMENTS

15 1. Interest on Late Payments. In the event that any
16 payments required under Section V are not made when due, Interest
17 on the unpaid amount shall begin to accrue thirty (30) days after
18 the effective date of this Consent Decree, at the rate specified
19 in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), through the
20 date of payment.

21 2. Stipulated Penalties. If any amounts due to the
22 Plaintiffs under this Consent Decree are not paid by the required
23 date, the delinquent Settling Defendant shall pay as a stipulated
24 penalty, in addition to the interest required by Section V.C.1
25 above, \$1000 for the first 30 days and \$5,000 thereafter per day
26 that such payment is late. Stipulated penalties are due and
27 payable within thirty (30) days of the delinquent Settling
28 Defendant's receipt from either Plaintiff of a demand for payment

1 of the penalties. All payments of stipulated penalties to the
2 United States shall be made in the form of a certified check or
3 cashier's check made payable to "EPA Hazardous Substance
4 Superfund," and shall be forwarded to:

5 U.S. Environmental Protection Agency, Region IX
6 Superfund Accounting
7 P.O. Box 360863M
Pittsburgh, Pennsylvania 15251
Attention: Collection Officer for Superfund

8 The delinquent Settling Defendant shall send a transmittal letter
9 with the check referencing the North Hollywood Operable Unit/San
10 Fernando Valley Area 1 Site and the civil action number 93-6490-
11 MRP(Tx), and shall also state that the funds are to be applied to
12 site spill identifier numbers N1 and 59. The delinquent Settling
13 Defendant shall also send copies of the check and transmittal
14 letter to the United States as specified in Section XI. All
15 payments of stipulated penalties to the State shall be made in
16 the form and manner specified in Section V.B above. Penalties
17 shall accrue as provided above regardless of whether Plaintiffs
18 have notified the delinquent Settling Defendant of the violation
19 or made a demand for payment, but need only be paid upon demand.
20 However, payment shall be considered timely with respect to each
21 Settling Defendant so long as the Settling Defendant has given
22 timely instructions to a competent financial institution for the
23 subject Electronic Funds Transfer ("EFT") to be made in a timely
24 manner, and has promptly upon the transfer obtained a written
25 verification from the financial institution that the EFT was made
26 in accordance with the Settling Defendant's instructions.

27 D. COLLECTION ACTIONS. If either Plaintiff must bring an
28 action to collect any payment required by this Consent Decree,

1 the delinquent Settling Defendant shall reimburse the Plaintiff
2 bringing the action for all costs of such action, including but
3 not limited to costs of attorney time.

4 E. RELATION TO OTHER REMEDIES. Payments made under
5 Section V shall be in addition to any other remedies or sanctions
6 available to the Plaintiffs by virtue of a delinquent Settling
7 Defendant's failure to make timely payments required by this
8 Consent Decree.

9 F. PAYMENT SCHEDULE. The Settling Defendants shall pay
10 the United States and the State the following sums, when and in
11 the manner described in Sections V.A and V.B, above.

	<u>United States</u>	<u>State of California</u>
12		
13 AlliedSignal, Inc.	\$ 2,990,000	\$ 156,000
14 Hawker Pacific, Inc.	\$ 382,500	\$ 40,950
15 Parker-Hannifin Corporation	\$ 150,000	
16 Inchcape, Inc.	\$ 150,000	
17 Peggy M. Wagner and Joseph Basinger	\$ 150,000	\$ 9,000
18 California Car Hikers Service	\$ 271,800	\$ 16,200
19		
20 Los Angeles County Metropolitan Transp. Authority	\$ 28,200	\$ 1,800
21		
22 Los Angeles By-Products Co.	\$ 526,020	\$ 31,680
23		
24 Crown Disposal Company, Inc.	\$ 33,280	\$ 1,920
25		
26 Western Waste Industries	\$ 15,600	\$ 900
27		
28 Browning-Ferris Industries	\$ 15,600	\$ 900
E.I. DuPont De Nemours	\$ 15,600	\$ 900
HR Textron, Inc.	\$ 10,400	\$ 600
AVX Filters Corporation	\$ 10,400	\$ 600

1	Price Pfister, Inc.	\$	5,200	\$	300
2	Nupla Corporation	\$	15,600	\$	900
3	Herman and Isabel Benjamin and/or The Benjamin Family Trust	\$	42,300	\$	2,700

4 In lieu of the lump sum settlement payment specified in
5 Paragraph F above, AlliedSignal, Inc. may make payments as
6 follows:

7 AlliedSignal, Inc. shall pay \$ 1,000,000 to the United
8 States and \$ 64,000 to the State when and in the manner described
9 in Sections V.A. and B above in accordance with instructions
10 provided by Plaintiff United States to the Settling Defendants
11 upon execution of the Consent Decree. AlliedSignal, Inc. shall
12 pay the balance of the amount described in Section V.F above as
13 follows: On or before the first anniversary of the entry of this
14 Consent Decree, AlliedSignal, Inc. shall pay \$ 1,000,000 plus
15 \$ 89,700 in interest to the United States and \$ 46,000 plus
16 \$ 4,140 in interest to the State; and, on or before the second
17 anniversary of the Effective Date of this Consent Decree,
18 AlliedSignal, Inc. shall pay the remaining \$ 990,000 to the
19 United States and the remaining \$ 46,000 to the State.

20 G. ADDITIONAL OBLIGATIONS OF ALLIEDSIGNAL, INC.

21 In addition to reimbursing the United States and the State
22 for response costs as set forth in this Section, AlliedSignal,
23 Inc. shall complete the work described in the Addendum to
24 Remedial Action Plan for Shallow Soils Impacted by Volatile
25 Organic Compounds (Hydrologue, August 1, 1994). AlliedSignal,
26 Inc. shall complete such work under the primary direction and
27 oversight of the Los Angeles Regional Water Quality Control
28 Board, and under the general oversight of the United States

1 pursuant to its cooperative agreements with the State Water
2 Resources Control Board for RWQCB investigations. Such work is
3 anticipated to cause AlliedSignal, Inc. to incur costs in the
4 approximate amount of \$ 500,000; however, AlliedSignal, Inc.
5 shall complete such work notwithstanding whether its costs to
6 perform the work are greater or less than \$ 500,000.

7 VI. COVENANTS NOT TO SUE AND RESERVATIONS OF RIGHTS

8 A. PLAINTIFFS' COVENANT NOT TO SUE. In consideration of
9 the settlement payments that will be made by Settling Defendants
10 under the terms of the Consent Decree, and except as specifically
11 provided in Sections VI.B, VI.C, VI.E, and VI.F, the Plaintiffs
12 covenant not to sue or to take administrative action against
13 Settling Defendants and such additional Releasees as are defined
14 in Section II, pursuant to Sections 106 and 107(a) of CERCLA and
15 Section 7003 of the Resource Conservation and Recovery Act and
16 comparable state law, including but not limited to the California
17 Hazardous Substance Account Act, Health and Safety Code Section
18 25300, et seq., and/or common law with regard to all 1987 NHOU
19 ROD Response Costs and all Past Basin-wide Response Costs.

20 1. The covenant not to sue shall take effect as to
21 each Settling Defendant and such additional Releasees as are
22 defined in Section II upon the receipt by Plaintiffs of the
23 payments of that Settling Defendant required by Section V, except
24 as follows:

25 a. As to AlliedSignal, Inc., the covenant not to
26 sue shall take effect upon the receipt by the Plaintiffs of the
27 initial payments required by Section V of AlliedSignal, Inc.

28 b. As to Los Angeles By-Products Co., the

1 covenant not to sue shall take effect upon payment of the total
2 of the amounts due from Los Angeles By-Products, Inc. and the
3 following third party defendants: Crown Disposal Company, Inc.,
4 Western Waste Industries, Browning-Ferris Industries of
5 California, Inc., E.I. DuPont De Nemours, HR Textron, Inc., AVX
6 Filters Corporation, Price Pfister, Inc., Nupla Corporation, and
7 Herman and Isabel Benjamin and/or the Benjamin Family Trust.

8 c. As to Hawker Pacific, Inc., the covenant not
9 to sue shall take effect upon payment of the total of the amounts
10 due from Hawker Pacific, Inc., Parker-Hannifin Corporation and
11 Inchcape, Inc.

12 d. As to Sundstrand Corporation, Joan O'Brien,
13 William E. Tolson, Gary O'Brien, Jean W. Blomberg, and Textron,
14 Inc., the covenant not to sue shall take effect upon payment of
15 the amount due from HR Textron, Inc.

16 e. As to California Car Hikers Service, Inc. and
17 Sam Adlen, the covenant not to sue shall take effect upon payment
18 of the total of the amounts due from California Car Hikers
19 Service, Inc. and the Los Angeles County Metropolitan
20 Transportation Authority.

21 f. As to Unitrode, Inc. and U.S. Mikrotec
22 Components, the covenant not to sue shall take effect upon
23 payment of the amount due from AVX Filters Corporation.

24 g. As to Holchem, Inc. and Chase Chemical
25 Company, Inc., the covenant not to sue shall take effect upon
26 payment of the amounts due from Herman and Isabel Benjamin and/or
27 the Benjamin Family Trust.

28 h. As to Peggy M. Wagner and Joseph Basinger, the

1 | covenant not to sue shall take effect upon payment of the amounts
2 | due from both of them.

3 | 2. The covenant not to sue as to each Settling
4 | Defendant is conditioned upon the Settling Defendant making all
5 | of the payments required of that Settling Defendant by this
6 | Consent Decree, except as described in Section VI.A.1.b-g, and as
7 | follows:

8 | As to AlliedSignal, Inc., the covenant not to sue is
9 | also conditioned upon completion of its obligations under Section
10 | V.G.

11 | 3. The covenant not to sue extends only to the
12 | Settling Defendants and the Releasees as defined in Section II,
13 | and does not extend to any other person. In the event of any
14 | breach by a Settling Defendant of its obligations under this
15 | Consent Decree, the covenant not to sue shall remain in effect as
16 | to the other Settling Defendants and Releasees despite said
17 | breach, except as to Los Angeles By-Products Co., as described in
18 | Section VI.A.1.b; Hawker Pacific, Inc. as described in Section
19 | VI.A.1.c; Sundstrand Corporation, Joan O'Brien, William E.
20 | Tolson, Gary O'Brien, Jean W. Blomberg, and Textron, Inc. as
21 | described in Section VI.A.1.d; California Car Hikers Service,
22 | Inc. and Sam Adlen as described in Section VI.A.1.e; Unitrode,
23 | Inc. and U.S. Mikrotek Components as described in Section
24 | VI.A.1.f; and except also as to Herman and Isabel Benjamin and
25 | the Benjamin Family Trust as described in Section VI.A.1.g, as
26 | between whom the obligation to pay \$ 45,000 is joint and several;
27 | and Peggy M. Wagner and Joseph Basinger as described in Section
28 | VI.A.1.h, as between whom the obligation to pay \$ 150,000 is

1 joint and several.

2 B. PLAINTIFFS' PRE-CERTIFICATION RESERVATIONS.

3 Notwithstanding any other provision of this Consent Decree, the
4 Plaintiffs reserve, and this Consent Decree is without prejudice
5 to, the right to institute proceedings in this action or in a new
6 action, or to issue an administrative order seeking to compel the
7 Settling Defendants (i) to perform further response actions
8 relating to the NHOU Site or (ii) to reimburse Plaintiffs for
9 costs of response related to such further response actions, if
10 prior to the Certification of Completion:

- 11 1. conditions at the NHOU Site, previously unknown to
12 the Plaintiffs, are discovered, or
 - 13 2. information, previously unknown to the Plaintiffs,
14 is received, in whole or in part,
- 15 and these previously unknown conditions or information together
16 with any other relevant information indicates that any remedial
17 action taken at the NHOU Site is not protective of human health
18 or the environment. As of the date of entry of this Consent
19 Decree, EPA agrees that the interim remedial measures being
20 implemented at the NHOU Site under the 1987 NHOU ROD are
21 protective of human health and the environment.

22 C. PLAINTIFFS' POST-CERTIFICATION RESERVATIONS.

23 Notwithstanding any other provision of this Consent Decree, the
24 Plaintiffs reserve, and this Consent Decree is without prejudice
25 to, the right to institute proceedings in this action or in a new
26 action, or to issue an administrative order seeking to compel the
27 Settling Defendants (i) to perform further response actions
28 relating to the NHOU Site or (ii) to reimburse the Plaintiffs for

1 such costs of response if, subsequent to the Certification of
2 Completion:

3 1. conditions at the NHOU Site, previously unknown to
4 the Plaintiffs, are discovered, or
5 2. information, previously unknown to the Plaintiffs,
6 is received, in whole or in part,
7 and these previously unknown conditions or this information
8 together with other relevant information indicate that any
9 remedial action taken at the NHOU Site is not protective of human
10 health or the environment.

11 D. INFORMATION AND CONDITIONS KNOWN TO THE PLAINTIFFS.

12 For purposes of Section VI.B, the information and the conditions
13 known to the Plaintiffs shall include only that information and
14 those conditions set forth in the 1987 NHOU ROD, the
15 administrative record supporting the 1987 NHOU ROD, the San
16 Fernando Valley Phase I Groundwater RI, December 1992, and all
17 documents submitted to EPA in response to CERCLA Section 104(e)
18 inquiries or other EPA requests, including discovery requests in
19 the above-captioned action, prior to May 23, 1996. For purposes
20 of Section VI.C, the information and the conditions known to the
21 Plaintiffs shall include the information and conditions known to
22 the Plaintiffs for purposes of Section VI.B, and that information
23 and those conditions set forth in (i) any future Explanation(s)
24 of Significant Differences, ROD(s), or Amendment(s) to any ROD(s)
25 relating to the NHOU Site; (ii) the administrative record
26 supporting any future Explanations of Significant Differences,
27 ROD(s), or Amendments to any ROD(s) relating to the NHOU Site,
28 (iii) all documents submitted to EPA in response to CERCLA

1 Section 104(e) inquiries or other EPA requests, including
2 discovery requests in the above-captioned action, prior to
3 issuance of the Certification of Completion; and (iv) the record
4 for the NHOU Site maintained by EPA following issuance of any
5 ROD(s) but prior to issuance of the Certification of Completion.

6 E. PLAINTIFFS' GENERAL RESERVATION OF RIGHTS. The
7 covenant not to sue set forth above does not pertain to any
8 matters other than those expressly specified in Section VI.A.
9 The Plaintiffs reserve, and this Consent Decree is without
10 prejudice to, all rights against each Settling Defendant with
11 respect to all other matters, including, but not limited to, the
12 following:

- 13 1. claims based on a failure by that Settling Defend-
14 ant to meet a requirement of this Consent Decree;
- 15 2. liability arising from the past, present, or
16 future disposal, release, or threat of release of
17 hazardous substances outside of the NHOU Site;
- 18 3. liability for damages for injury to, destruction
19 of, or loss of natural resources;
- 20 4. liability for response costs to enforce CERCLA or
21 any other federal environmental law that have been
22 or may be incurred by any federal agencies other
23 than EPA or the Department of Justice on behalf of
24 EPA;
- 25 5. liability for response costs to enforce CERCLA or
26 any state environmental law that has been or may
27 be incurred by any state agencies other than DTSC
28 or the State Department of Justice on behalf of

DTSC; and

6. criminal liability.

F. PLAINTIFFS' NHOUSITE-SPECIFIC RESERVATION OF RIGHTS.

The covenant not to sue set forth above specifically does not pertain to the performance of any RI/FS other than the 1986 OU/FS that formed the basis for the 1987 NHOUSITE ROD; additional response actions that may be implemented pursuant to any final remedy or pursuant to any future Explanation(s) of Significant Differences, ROD(s), or Amendment(s) to any ROD(s); costs or activities related to any OU other than the NHOUSITE, including any future OU(s); or any unknown environmental condition as to which Plaintiffs have reserved their rights in Paragraphs C and D above.

Plaintiff State currently does not fund the costs of operation and maintenance of the NHOUSITE remedy and is not seeking to recover such costs in this action. Costs of operations and maintenance are being funded by the United States and LADWP pursuant to contractual agreement. However, in the event that the State subsequently incurs operations and maintenance costs due to a failure by either the United States or the LADWP to fund the operation and maintenance costs of the NHOUSITE remedy, such costs are not to be considered "1987 NHOUSITE ROD response costs" as defined in this Consent Decree and the State reserves the right to seek recovery of such operations and maintenance costs from any potentially responsible party, including each of the Settling Defendants.

G. SETTLING DEFENDANTS' RESERVATION OF RIGHTS.

Settling Defendants reserve any and all defenses or rights they

1 may have with respect to any actions concerning the NHOU Site
2 except any rights expressly waived in this Consent Decree.
3 Settling Defendants retain any and all rights, claims, remedies
4 and defenses that they have or may have against any person or
5 entity not expressly waived in this Consent Decree, except for
6 rights, claims and remedies any Settling Defendant has or may
7 have against any other Settling Defendant(s) or Releasees for
8 matters addressed in this Consent Decree, which are hereby
9 expressly waived. This reservation shall not affect each
10 Settling Defendant's obligation to perform its obligation under
11 this Consent Decree, and shall not affect EPA's ability to assess
12 stipulated penalties in accordance with Section V.C.2 (Stipulated
13 Penalties).

14 H. SETTLING DEFENDANTS' COVENANT. The Settling Defendants
15 hereby covenant not to sue and agree not to assert any claims or
16 causes of action against either Plaintiff with respect to 1987
17 NHOU ROD Response Costs and Past Basin-wide Response Costs
18 including, but not limited to, (i) any direct or indirect claim
19 for reimbursement from the Hazardous Substance Superfund
20 (established pursuant to the Internal Revenue Code, 26 U.S.C.
21 § 9507), under CERCLA §§106(b)(2), 107, 111, 112, or 113, or any
22 other provision of law; (ii) any claim against the United States
23 or the State, including any department, agency, or
24 instrumentality of the United States or State pursuant to
25 Sections 107 and 113 of CERCLA related to the 1987 NHOU ROD
26 Response Costs or the Past Basin-wide Response Costs; or (iii)
27 any claims arising out of response activities at the NHOU Site.
28 However, and notwithstanding the foregoing, nothing in this

1 Consent Decree shall be interpreted as waiving, abrogating, or
2 resolving (1) any claims which any Settling Defendant has or may
3 have based upon any alleged liability which the United States
4 Department of Defense, any branch or division thereof, or any
5 predecessor agency has or may have for conditions at the NHOU
6 Site pursuant to CERCLA Section 106, 107, 113, 120 or 310, 42
7 U.S.C. §§ 9606, 9607, 9613, 9620 or 9659, or RCRA Section 7002,
8 42 U.S.C. § 6972, or (2) any claims which any Settling Defendant
9 has or may have with respect to the 1987 NHOU ROD response costs
10 or Past Basin-wide Response Costs against the United States
11 pursuant to any contract between any Settling Defendant and the
12 United States or any government contractor(s). Nothing in this
13 Consent Decree shall be deemed to constitute preauthorization of
14 a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.
15 § 9611, or 40 C.F.R. § 300.700(d).

16 VII. CONTRIBUTION PROTECTION

17 A. Except for the Releasees as defined in Section II,
18 nothing in this Consent Decree shall be construed to create any
19 rights in, or grant any cause of action to, any person not a
20 party to this Consent Decree. Each of the Parties expressly
21 reserves any and all rights (including, but not limited to, any
22 right to contribution), defenses, claims, demands, and causes of
23 action which each party may have with respect to any matter,
24 transaction, or occurrence relating in any way to the NHOU Site
25 against any person not a party hereto or a Releasee.

26 B. With regard to claims for contribution against the
27 Releasees for matters addressed in this Consent Decree, the
28 Parties hereto agree that the Releasees are entitled to the

1 protection from contribution actions or claims provided by
2 Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

3 C. "Matters addressed in this Consent Decree" mean 1987
4 NHOU ROD Response Costs and Past Basin-wide Response Costs and
5 shall include any claim for such costs that either Plaintiff has
6 or may have against any Releasee with respect to any facility
7 located within the NHOU Site.

8 D. The Settling Defendants agree that with respect to any
9 suit or claim for contribution brought by them for matters
10 addressed in this Consent Decree they will notify the Plaintiffs
11 in writing no later than sixty (60) days prior to the initiation
12 of such suit or claim. The Settling Defendants also agree that
13 with respect to any suit or claim for contribution brought
14 against them for matters addressed in this Consent Decree they
15 will notify in writing the Plaintiffs within sixty (60) days of
16 service of the complaint on them. In addition, the Settling
17 Defendants shall notify the Plaintiffs within ten (10) days of
18 service or receipt of any Motion for Summary Judgment for matters
19 addressed in this Consent Decree and within ten (10) days of
20 receipt of any order from a court setting a case for trial for
21 matters addressed in this Consent Decree.

22 E. The Parties recognize and acknowledge that the
23 settlement embodied in this Consent Decree relates only to the
24 Interim Remedial Action selected in the 1987 NHOU ROD, as well as
25 Past Basin-wide Response Costs, and that additional remedial
26 actions may be necessary to address the contamination at the NHOU
27 Site. In any subsequent administrative or judicial proceeding
28 initiated by the United States or the State and not precluded by

1 this Consent Decree, for injunctive relief, recovery of response
2 costs, or other appropriate relief relating to the NHOU Site, the
3 Settling Defendants shall not assert, and may not maintain, any
4 defense or claim based upon the principles of waiver, res
5 judicata, collateral estoppel, issue preclusion, claim-splitting,
6 or other defenses based upon any contention that the claims
7 raised by the United States or the State in the subsequent
8 proceeding were or should have been brought in the instant case;
9 provided, however, that nothing in this Section VII.E affects
10 the enforceability of the covenants not to sue set forth in
11 Section VI.

12 VIII. NHOU SITE ACCESS

13 A. Commencing upon the date of entry of this Consent
14 Decree and terminating upon issuance of a final ROD for the NHOU
15 Site, the Settling Defendants who own property at the NHOU Site
16 agree to provide the Plaintiffs and their representatives access
17 at all reasonable times to their facilities located at the NHOU
18 Site and any other property owned or controlled by the Settling
19 Defendants to which access is required for the implementation of
20 response actions for the NHOU Site, including, but not limited
21 to, the following actions:

- 22 1. monitoring, investigation, remedial, or other
23 activities at the NHOU Site;
- 24 2. verifying any data or information submitted to
25 either Plaintiff;
- 26 3. conducting investigations relating to
27 contamination at or near the NHOU Site;
- 28 4. obtaining samples; and

1 5. assessing the need for, planning, or implementing
2 response actions at or near the NHOU Site.

3 To the extent Plaintiffs deem consistent with protection of
4 human health and the environment, Plaintiffs will provide the
5 Settling Defendant with twenty-four (24) hours' notice prior to
6 entry to properties accessed pursuant to this Consent Decree. In
7 accessing Settling Defendants' properties pursuant to this
8 Consent Decree, Plaintiffs shall not unreasonably interfere with
9 Settling Defendants' business activities. However, nothing in
10 this paragraph shall provide any Settling Defendant with any
11 claim or cause of action whatsoever against Plaintiffs, including
12 without limitation any claim for injunctive relief. It shall not
13 constitute an unreasonable interference with Settling Defendants'
14 business activities for a Plaintiff to take any action in
15 response to an emergency deemed by such Plaintiff to constitute
16 an endangerment to human health or the environment. Plaintiffs
17 agree to split samples taken on property owned or controlled by a
18 Settling Defendant if requested by the Settling Defendant.

19 B. Notwithstanding any provision of this Consent Decree,
20 the Plaintiffs retain all of their respective access authorities
21 and rights, including enforcement authorities related thereto,
22 under CERCLA and any other applicable statute or regulation.

23 IX. ACCESS TO INFORMATION

24 A. The Settling Defendants shall provide to the
25 Plaintiffs, upon request, copies of all non-privileged documents
26 and information within their possession or control or that of
27 their contractors or agents relating to the NHOU Site Interim
28 Remedial Action, including, but not limited to, sampling,

1 analysis, chain of custody records, manifests, trucking logs,
2 receipts, reports, sample traffic routing, correspondence, or
3 other documents or information related to the NHOU Site Interim
4 Remedial Action.

5 B. The Settling Defendants may assert business
6 confidentiality claims covering part or all of the documents or
7 information submitted to the Plaintiffs under this Consent Decree
8 to the extent permitted by and in accordance with Section
9 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R.
10 § 2.203(b). Documents or information determined to be
11 confidential by EPA will be afforded the protection specified in
12 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality
13 accompanies documents or information when they are submitted to
14 either Plaintiff, or if EPA has notified the Settling Defendants
15 that the documents or information are not confidential under the
16 standards of Section 104(e)(7) of CERCLA, the public may be given
17 access to such documents or information without further notice to
18 the Settling Defendants.

19 C. The Settling Defendants may assert that certain
20 documents, records, and other information are privileged under
21 the attorney-client privilege or any other privilege recognized
22 by federal or state law. If the Settling Defendants assert such
23 a privilege in lieu of providing documents, they shall provide
24 the Plaintiffs with the following: (i) the title of the
25 document, record, or information; (ii) the date of the document,
26 record, or information; (iii) the name and title of the author of
27 the document, record, or information; (iv) the name and title of
28 each addressee and recipient; (v) a description of the subject of

1 the document, record, or information; and (vi) the privilege
2 asserted. However, no documents, reports, or other information
3 created or generated pursuant to the requirements of this or any
4 other consent decree with the United States shall be withheld on
5 the grounds that they are privileged. If a claim of privilege
6 applies only to a portion of a document, the document shall be
7 provided to Plaintiffs in redacted form to mask the privileged
8 information only.

9 D. No claim of confidentiality or privilege shall be made
10 with respect to any document that falls within Section
11 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F).

12 E. Notwithstanding any provision of this Consent Decree,
13 the Plaintiffs retain all of their respective information
14 gathering authorities and rights, including enforcement
15 authorities related thereto, under CERCLA and any other
16 applicable statute or regulation.

17 X. RETENTION OF RECORDS

18 A. Until ten (10) years after the entry of this Consent
19 Decree, each Settling Defendant shall preserve and retain all
20 records and documents now in its possession or control or which
21 come into its possession or control that relate in any manner to
22 releases of hazardous substances or liability for response
23 actions taken at the NHOU Site or the liability of any person for
24 releases of hazardous substances or liability for response
25 actions conducted and to be conducted at the NHOU Site,
26 regardless of any corporate retention policy to the contrary.

27 B. At the conclusion of this document retention period,
28 the Settling Defendants shall notify the Plaintiffs at least

1 ninety (90) days prior to the destruction of any such records or
2 documents, and, upon request by either Plaintiff, the Settling
3 Defendants shall deliver any such records or documents to the
4 Plaintiff who made the request. The Settling Defendants may
5 assert that certain documents, records, and other information are
6 privileged under the attorney-client privilege or any other
7 privilege recognized by federal or state law. If the Settling
8 Defendants assert such a privilege, they shall provide the
9 Plaintiffs with the following: (i) the title of the document,
10 record, or information; (ii) the date of the document, record, or
11 information; (iii) the name and title of the author of the
12 document, record, or information; (iv) the name and title of each
13 addressee and recipient; (v) a description of the subject of the
14 document, record, or information; and (vi) the privilege
15 asserted. However, no documents, reports, or other information
16 created or generated pursuant to the requirements of this or any
17 other consent decree with the United States shall be withheld on
18 the grounds that they are privileged. If a claim of privilege
19 applies only to a portion of a document, the document shall be
20 provided to Plaintiffs in redacted form to mask the privileged
21 information only.

22 C. Each Settling Defendant hereby certifies, individually,
23 that it has not since notification of potential liability by the
24 United States or the State or the filing of suit against it
25 regarding the NHOUS Site altered, mutilated, discarded, destroyed,
26 or otherwise disposed of any records, documents, or other
27 information relating to its potential liability regarding the
28 NHOUS Site which are the sole record of factual information,

1 except as such documents are destroyed or altered in the ordinary
2 course of Settling Defendants' business and in compliance with
3 State and federal law, and have not been destroyed for an
4 improper purpose. Each Settling Defendant further warrants that
5 it has fully complied with any and all EPA requests for
6 information pursuant to Sections 104(e) and 122(e) of CERCLA, 42
7 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource
8 Conservation and Recovery Act, 42 U.S.C. § 6927.

9 XI. NOTICES AND SUBMISSIONS

10 Whenever, under the terms of this Consent Decree, notice is
11 required to be given or a document is required to be sent by one
12 Party to another, it shall be directed to the individuals at the
13 addresses specified below, unless those individuals or their
14 successors give notice of a change to the other Parties in
15 writing. Written notice as specified herein shall constitute
16 complete satisfaction of any written notice requirement of the
17 Consent Decree with respect to the United States, EPA, the State,
18 and the Settling Defendants, respectively.

19 As to the United States:

20 David B. Glazer
21 Environmental Enforcement Section
22 Environment and Natural Resources Division
23 United States Department of Justice
24 301 Howard Street, Suite 870
25 San Francisco, California 94115

26 Chief, Environmental Enforcement Section
27 Environment and Natural Resources Division
28 U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: Case No. 90-11-3-1149

As to EPA:

Duane James

1 Remedial Project Manager — North Hollywood Operable Unit
2 San Fernando Valley Superfund Site
3 Hazardous Waste Management Division
4 U.S. Environmental Protection Agency, Region IX
5 75 Hawthorne Street
6 San Francisco, California 94105

7 Marie M. Rongone
8 Assistant Regional Counsel
9 U.S. Environmental Protection Agency, Region IX
10 75 Hawthorne Street, RC-3-3
11 San Francisco, California 94105

12 As to the State of California Department of Toxic Substances
13 Control:

14 Ann Rushton
15 Deputy Attorney General, Environment Section
16 California Department of Justice
17 300 South Spring Street, #500
18 Los Angeles, California 90013

19 Hamid Saebfar
20 Chief, Site Mitigation Branch
21 Department of Toxic Substances Control, Region 3
22 1011 North Grandview Avenue
23 Glendale, California 91201

24 As to the Settling Defendants: As listed in Appendix 2.

25 XII. RETENTION OF JURISDICTION

26 This Court shall retain jurisdiction of this matter for the
27 purpose of enforcing the terms of this Consent Decree.

28 XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

29 A. This Consent Decree shall be lodged with the Court for
30 a period of thirty (30) days for public notice and comment.
31 The United States also shall publish notice in the Federal
32 Register of the proposed settlement pursuant to section 122 of
33 CERCLA, 42 U.S.C. § 9622(1). The United States hereby gives
34 notice and opportunity to the public for a public meeting in the
35 affected area, and a reasonable opportunity to comment on the
36 proposed settlement prior to its final entry, pursuant to section
37 6973(d) of RCRA, 42 U.S.C. § 7003(d). The Plaintiffs reserve the

1 right to withdraw or withhold their consent if the comments
2 regarding the Consent Decree disclose facts or considerations
3 that indicate that this Consent Decree is inappropriate,
4 improper, or inadequate. The Settling Defendants consent to the
5 entry of this Consent Decree without further notice.

6 B. If for any reason this Court, or upon appeal, a
7 higher court should decline to approve this Consent Decree in the
8 form presented, this agreement is voidable as to a Settling
9 Defendant by written notice by such Settling Defendant to all
10 other parties, or as to either Plaintiff by written notice by
11 such Plaintiff to all other parties, and the terms of the
12 agreement may not be used as evidence in any litigation between
13 any of the remaining Parties to this Consent Decree and that
14 Settling Defendant or Plaintiff as to whom this Consent Decree is
15 void.

16 XIV. SECTION HEADINGS

17 The section headings set forth in this Consent Decree and
18 its Table of Contents are included for convenience or reference
19 only and shall be disregarded in the construction and
20 interpretation of any of the provisions of this Consent Decree.

21 XV. SIGNATORIES

22 Each undersigned representative of a Settling Defendant to
23 this Consent Decree, the Assistant Attorney General for the
24 Environment and Natural Resources Division of the United States
25 Department of Justice, and the Deputy Attorney General of the
26 California Department of Justice certifies that he or she is
27 fully authorized to enter into the terms and conditions of this
28 Consent Decree and to execute and legally bind such party to this

document.

SO ORDERED THIS 12 DAY OF May, 1997

MARIANA R. PFAELZER

United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in
2 the matter of U.S. v. Allied-Signal, Inc., et al., and California
3 v. Allied-Signal, Inc., et al., 93-6490-MRP, North Hollywood
4 Operable Unit/San Fernando Valley Area 1 Site.

5
6 FOR THE UNITED STATES OF AMERICA

7
8 Date: 2/1/97

Lois J. Schaffer
LOIS J. SCHAEFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice

11
12 Date: 2-14-97

David B. Glazer
DAVID B. GLAZER
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice

15
16 Date: _____

Felicia Marcus
FELICIA MARCUS
Regional Administrator, Region IX
U.S. Environmental Protection Agency

18
19 Date: _____

Marie M. Rongone
MARIE M. RONGONE
Assistant Regional Counsel, Region IX
U.S. Environmental Protection Agency

21
22 FOR THE STATE OF CALIFORNIA

23
24 Date: _____

Hamid Saebfar
Hamid Saebfar
Chief, Site Mitigation Branch
California Department of Toxic
Substances Control, Region 3

26
27 Date: _____

Ann Rushton
ANN RUSHTON
Deputy Attorney General
California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in
2 the matter of U.S. v. Allied-Signal, Inc., et al., and California
3 v. Allied-Signal, Inc., et al., 93-6490-MRP, North Hollywood
4 Operable Unit/San Fernando Valley Area 1 Site.

5
6 FOR THE UNITED STATES OF AMERICA

7 Date: _____

8 LOIS J. SCHIFFER
9 Assistant Attorney General
10 Environment and Natural Resources
11 Division
12 U.S. Department of Justice

13 Date: _____

14 DAVID B. GLAZER
15 Environmental Enforcement Section
16 Environment and Natural Resources
17 Division
18 U.S. Department of Justice

19 Date: 1.16.97

20 John Wise
21 FELICIA MARCUS *for*
22 Regional Administrator, Region IX
23 U.S. Environmental Protection Agency

24 Date: 1/10/97

25 Marie M. Rongone
26 MARIE M. RONGONE
27 Assistant Regional Counsel, Region IX
28 U.S. Environmental Protection Agency

21
22 FOR THE STATE OF CALIFORNIA

23 Date: _____

24 Hamid Saebfar
25 Chief, Site Mitigation Branch
26 California Department of Toxic
27 Substances Control, Region 3

28 Date: _____

ANN RUSHTON
Deputy Attorney General
California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: AlliedSignal, Inc. (Name of Defendant)

6
7
8 _____ (Name and Title of Signatory)
9 Richard H. Bennett, VP-Health, Safety, and Environment

10 Dated: October 2, 1996

FOR THE STATE OF CALIFORNIA

1
2
3 Date: 5/14/96

Hamid Saebfar
Hamid Saebfar
Chief, Site Mitigation Branch
California Department of Toxic
Substances Control, Region 3

4
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8
9 Date: 10/7/96

Ann Rushton
ANN RUSHTON
Deputy Attorney General
California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: HAUKER PACIFIC, INC. (Name of Defendant)

6
7 
8 DAVID LOKKEN, PRESIDENT & CEO

(Name and Title of Signatory)

9
10 Dated: 25 October 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Wagner Living Trust (Name of Defendant)

7
8  (Name and Title of Signatory)
9 PEGGY WAGNER, Sole Trustee

10 Dated: Oct 28, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Joseph Basinger (Name of Defendant)

6

7

8 Joseph Basinger (Name and Title of Signatory)
9 JOSEPH BASINGER, Defendant

10 Dated: 10/28/96

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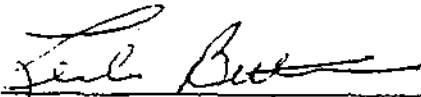
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5
6 FOR DEFENDANT: USA Waste Services, Inc., alleged successor in
7 interest to Western Waste Industries, and Western
8 Waste Industries, alleged successor in interest to
9 Western Rubbish Service, and Western Rubbish
10 Service

11
12 DATED: June 4, 1996

13
14 BY: 
15 (Signature)

16
17 NAME: Leslie N. Bittenson
(Type name in here)

18
19 TITLE: Vice President

20
21 COMPANY: USA Waste Services, Inc.
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THE UNDERSIGNED PARTIES enter into this Consent Decree in the
matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
Hollywood Operable Unit/San Fernando Valley Area 1 Site.

FOR DEFENDANT: Crown Disposal Co., Inc. (Name of Defendant)


John T. Richardson, Vice President/ (Name and Title of Signatory)
Secretary

Dated: July 26, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.
5 FOR DEFENDANT: Los Angeles By-Products Co(Name of Defendant)
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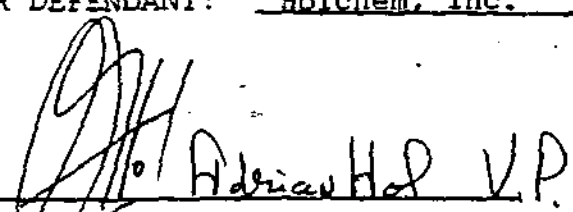
M. R. McAllister, President

(Name and Title of Signatory)

Dated: July 1, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Holchem, Inc. (Name of Defendant)

6
7
8  (Name and Title of Signatory)
9 Adrian Hol
10 Corporate Vice President

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Dated: June 17, 1996

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR THIRD PARTY DEFENDANT and RELEASEE:

6 LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
7 (f/k/a Southern California Rapid Transit District)

8 Ronald W. Stamm
9 RONALD W. STAMM
10 Deputy County Counsel

11 Date: September 9, 1996
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ANDERSON, McPHARLIN & CONNERS

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION
LAWYERS

FOR DEFENDANT: CALIFORNIA CAR HIKERS SERVICE, INC. and SAM ADLEN

DATED: 8/2/96

DATED: 8/2/96

CALIFORNIA CAR HIKERS SERVICE,
INC.

By: _____

SAM ADLEN, OWNER

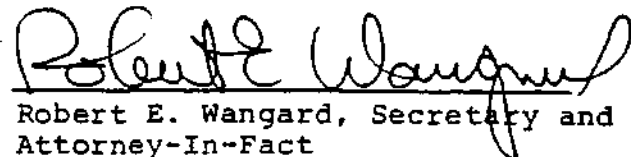
SAM ADLEN, an individual

By: _____

SAM ADLEN

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.


5 FOR DEFENDANT: INCHCAPE, INC. (Name of Defendant)

7  (Name and Title of Signatory)
8 Robert E. Wangard, Secretary and
9 Attorney-In-Fact

10 Dated: November 15, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Parker-Hannifin Corporation (Name of Defendant)

7
8 
9 Asst. General Counsel

(Name and Title of Signatory)

10 Dated: Oct 28, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Browning-Ferris Industries
of California, Inc. (Name of Defendant)

6
7
8 Donald E. Bergen
9 Vice President/Secretary

(Name and Title of Signatory)

10 Dated: June 18, 1996
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in
2 the matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP,
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: _____ (Name of Defendant)
6 E. I. du Pont de Nemours and Company

7
8 John B. Frazer (Name and Title of Signatory)
9 MR. REMEDIATION PROGRAMS

10 Dated: 12/26/96
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal Inc., et al., 93-6570-MRP. North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR THIRD PARTY DEFENDANT: HR TEXTRON INC.

5
6
7 By John Hedges (Name and Title of Signatory)

8 JOHN HEDGES

9 Vice President

10

11 Dated: July 2, 1996

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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: TEXTRON INC. AS THE PARENT CORPORATION OF THIRD PARTY DEFENDANT HR
5 TEXTRON INC.

6
7
8 By [Signature] (Name and Title of Signatory)

9 Executive Vice President
10 and Corporate Secretary

94 [Signature]
7/3/96

11 Dated: July 2, 1996

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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: AVX Corporation, a Delaware (Name of Defendant)
6 corporation

7 *Ronald Houston*
8

(Name and Title of Signatory)

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10 Dated: *August 1, 1993*
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: *** (Name of Defendant)

6 *** Unirode Corporation, a Maryland corporation, also known or
7 doing business as U.S. Microtek Components

8 *Allan R. Campbell* (Name and Title of Signatory)

9 *Senior Vice President*
10 Dated: August 6, 1994

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywo
3 Operable Unit/San Fernando Valley Area I Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRO
5 INC.

6
7
8 By Jean W. Blomberg (Name and Title of Signatory)
9 JEAN W. BLOMBERG

10 Dated: July 24, 1996
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON
5 INC.

6
7
8 By Gary O'Brien (Name and Title of Signatory)

9 GARY O'BRIEN

10 Dated: 7/24, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP. and California v. Allied-Signal, Inc., et al., 93-6570-MRP. North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON
5 INC.

6
7
8 By William E. Tolson (Name and Title of Signatory)

9 WILLIAM E. TOLSON

10 Dated: July 27, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal, Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area I Site.

4 FOR: OWNER OF PROPERTY OPERATED BY THIRD PARTY DEFENDANT HR TEXTRON
5 INC.

6
7
8 By Joan O'Brien (Name and Title of Signatory)

9 JOAN O'BRIEN

10 Dated: July 31, 1996

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of U.S. v. Allied-Signal
2 Inc., et al., 93-6490-MRP, and California v. Allied-Signal Inc., et al., 93-6570-MRP, North Hollywood
3 Operable Unit/San Fernando Valley Area 1 Site.

4 FOR: SUNDSTRAND CORPORATION AS OWNER OF PROPERTY OPERATED BY THIRD
5 PARTY DEFENDANT HR TEXTRON INC.

6
7
8 By William E. Cook (Name of Signatory)

9 Assistant Secretary (Title of Signatory)

10 Dated: August 5, 1996
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Price Pfister, Inc. (Name of Defendant)

6
7
8 Linda H. Biagioni
9 Linda H. Biagioni
Vice President

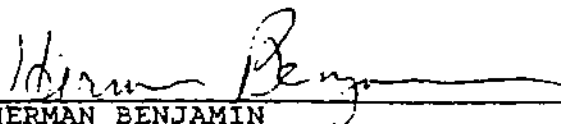
(Name and Title of Signatory)

10 Dated: June 17, 1996
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1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS, HERMAN BENJAMIN, ISABEL BENJAMIN, HERMAN BENJAMIN AND
6 ISABEL BENJAMIN, AS CO-TRUSTEES FOR THE BENJAMIN FAMILY TRUST DATED
7 OCTOBER 13, 1987, AND CHASE CHEMICAL COMPANY, INC., A DISSOLVED
8 CALIFORNIA CORPORATION:

9
10 Dated: June 30, 1996


HERMAN BENJAMIN

11
12 Dated: June 30, 1996


ISABEL BENJAMIN

13
14 Dated: June 30, 1996

THE
BENJAMIN FAMILY TRUST DATED
OCTOBER 13, 1987

15
16


By:


HERMAN BENJAMIN, Co-Trustee of the
Benjamin Family Trust Dated
October 13, 1987

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By:


ISABEL BENJAMIN, Co-Trustee of the
Benjamin Family Trust Dated
October 13, 1987

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22


23 Dated: June 30, 1996

CHASE CHEMICAL COMPANY, INC., a
Dissolved California Corporation

24

25

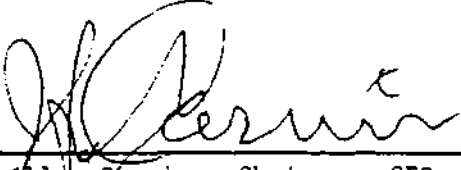
By:


HERMAN BENJAMIN, its former Chief
Executive Officer

26
27
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP, and
3 California v. Allied-Signal, Inc., et al., 93-6570-MRP, North
4 Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANT: Nupla Corporation (Name of Defendant)

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7 
8 _____ (Name and Title of Signatory)
9 J. Allen Carmien, Chairman, CEO,
10 Acting President

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10 Dated: July 15, 1996

SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Settlement Agreement and Limited Release ("Agreement") is entered into by and between Hawker Pacific, Inc. ("Hawker"), Peggy M. Wagner, as Trustee of the Wagner Living Trust, and Joseph Basinger ("Wag/Bas") and Parker-Hannifin Corporation ("Parker") and Incheape, Inc. ("Incheape") (collectively, the "Parties"), as of the date of execution of the Agreement by all signatories hereto in accordance with the terms and conditions set forth below.

WHEREAS, in or about October, 1993, the United States of America and the State of California ("Plaintiffs") each filed lawsuits in the United States District Court for the Central District of California, naming as defendants, among other parties, Hawker and Wag/Bas. The lawsuits were served on Hawker and Wag/Bas in June, 1994. The lawsuits alleged that the groundwater in the San Fernando Valley Basin ("SFVB") had been contaminated with volatile organic compounds; that the Plaintiffs had undertaken response actions to investigate, evaluate and remedy the contamination; that releases of hazardous substances from defendants' facilities caused, and continue to cause, Plaintiffs to incur response costs, including costs relating to the investigation and interim remedy in the North Hollywood Operable Unit ("NHOU") of the SFVB, as well as investigation associated with the final remedy for the SFVB; and that, therefore, the defendants were liable to Plaintiffs for costs incurred and to be incurred. Plaintiffs raised claims under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and sought both recovery of costs and a

10/23/96
RJCH16:ABECKER
92452-4

- 1 -

EXHIBIT A

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declaration that defendants be found jointly and severally liable for costs the Plaintiffs would incur in the future.

Plaintiffs alleged that Wag/Bas and Hawker were, respectively, the current owners and operator of a facility located at 11310 Sherman Way, Sun Valley, California (the "Site"), and that Plaintiffs had incurred and would incur costs responding to releases of hazardous substances from the Site. The Site is one of many facilities that Plaintiffs claim has released hazardous substances and contributed to groundwater contamination in the SFVB, and which has caused Plaintiffs to incur response costs. Hawker and Wag/Bas denied Plaintiffs' claims and denied that Plaintiffs were entitled to any of the relief requested.

WHEREAS, on or about August 22, 1994, Hawker and Wag/Bas served Parker and Inhcaped, among others ("third-party defendants"), with complaints seeking, among other relief, a declaration that Parker and Inhcaped, as former operators of the Site, were liable to Hawker and Wag/Bas for contribution, among other claims. Hawker's and Wag/Bas's pleadings are fully incorporated by reference as part of this Agreement. State of California vs. Allied-Signal, Inc., et al., Civil No. 93-6570, Answer, Affirmative and Other Defenses, Cross-Claims, and Third-Party Complaint of Hawker Pacific Inc. (C.D. Cal. Aug. 22, 1994), State of California vs. Allied-Signal, Inc., et al., Civil No. 93-6570, Answer, Cross-Claims, and Third-Party Complaint of Gordon N. Wagner and Peggy M. Wagner, in their capacity as Trustees of the Wagner Living Trust, and Joseph W. Basinger (C.D. Cal. Aug. 18, 1994), United States of America vs. Allied-Signal, Inc., et al., Civil No. 93-6490, Answer,

Affirmative and Other Defenses, Cross-Claims, and Third-Party Complaint of Hawker Pacific, Inc. (C.D. Cal. Aug. 19, 1994), United States of America vs. Allied-Signal Inc., et al., Civil No. 93-6490, Answer, Cross-Claims, and Third-Party Complaint of Gordon N. Wagner and Peggy M. Wagner, in their capacity as Trustees of the Wagner Living Trust, and Joseph W. Basinger (C.D. Cal. Aug. 18, 1994).

WHEREAS, Parker and Inchcape filed answers denying Hawker's and Wag/Bas's allegations and any and all liability and, among other actions, filed counterclaims against Hawker and Wag/Bas and raised certain affirmative defenses. Parker's and Inchcape's pleadings are fully incorporated by reference as part of this Agreement. United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer to Third-Party Complaint of Hawker Pacific, Inc., Affirmative and Other Defenses, Third-Party Cross-Claims, Third-Party Counter-Claim, and Third-Party Complaint of Inchcape, Inc. (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer to Third-Party Complaint of Gordon N. Wagner, Peggy M. Wagner, and Joseph W. Basinger, Affirmative and Other Defenses, Third-Party Cross-Claims and Third-Party Complaint of Inchcape, Inc. (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal Inc., et al. and State of California vs. Allied-Signal Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer of Parker-Hannifin Corporation to Third-Party Complaint of Hawker Pacific, Inc.; Counterclaims; Cross-Claims against Electronic Solutions, Inc., Zero Corp., Inchcape, and Gordon N. Wagner and Peggy

Wagner, in their capacity as Trustees of the Wagner Living Trust; and Joseph W. Basinger (C.D. Cal. Feb. 28, 1995), United States of America vs. Allied-Signal, Inc., et al. and State of California vs. Allied-Signal, Inc., et al. Civil No. 93-6490 consolidated with 93-6570, Answer of Parker-Hannifin Corporation to Third-Party Complaint of Gordon N. Wagner and Peggy Wagner, in their capacity as Trustees of the Wagner Living Trust; and Joseph W. Basinger; Counterclaims; Cross-Claims against Electronic Solutions, Inc., Zero Corporation, Inchcape, and Hawker Pacific Corporation (C.D. Cal. Feb. 28, 1995).

WHEREAS, Plaintiffs' lawsuits were consolidated by order of Court entered in or about December, 1994 as United States of America, et al. v. AlliedSignal, et al. in the United States District Court for the Central District of California, Consolidated Case Nos. 93-6490 and 93-6570 MRP (Tx) (the "Litigation"). The Litigation remains pending, including the referenced third-party actions, as well as other third-party actions.

WHEREAS, in September, 1995, Plaintiffs amended their complaints to delete their prayers for declaratory relief.

WHEREAS, Hawker and Wag/Bas have reached settlements in principle with Plaintiffs pursuant to which, among other things, Hawker and Wag/Bas and Plaintiffs have agreed to settlement amounts for the claims relating to past costs associated with 1) the NHOU interim remedy; and 2) a share of SFVB basin-wide investigation costs through April 30, 1992. Pursuant to the terms of this settlement in principle, Hawker and Wag/Bas shall

make certain payments to Plaintiffs and shall become signatories to, and receive the protections of, a second partial consent decree (the "Second Partial Consent Decree") to be signed by the Parties and presented to the Court for approval in the Litigation.

WHEREAS, as part of the settlement in principle negotiated by Hawker and Wag/Bas with Plaintiffs, Plaintiffs have represented that if Hawker and Wag/Bas reach agreement with any or all of their third-party defendants to settle the third-party claims raised in the Litigation and, pursuant to such agreements, third-party defendants contribute money towards the settlement of Plaintiffs' claims against Hawker and Wag/Bas, then said third-party defendants may also become signatories to, and receive the protections of, the Second Partial Consent Decree.

WHEREAS, Hawker and Wag/Bas and Parker and Inchcape have reached settlements in principle with respect to the third-party and other claims they have raised in the Litigation, including the basis on which Parker and Inchcape each will contribute certain amounts in connection with the settlement Hawker and Wag/Bas will enter into with Plaintiffs and in return therefor receive the protections of the Second Partial Consent Decree and certain additional releases as herein provided, and in the interests of avoiding further litigation and without making any admission as to the claims raised, the Parties desire to enter into this Agreement for the purposes just stated.

WHEREAS, in anticipation of such settlement, on or about April 3, 1996, Hawker, Wag/Bas, Parker and Incheape (plus third-party defendants Electronic Solutions and Zero, which will not be parties to either this Agreement or the Second Partial Consent Decree) entered into an agreed stipulation to dismiss without prejudice ("Dismissal"), all claims in the Third-Party Action, whether counter, cross or third-party, with each party to bear its own attorneys fees and costs of suit.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which from each to the other is hereby acknowledged, the Parties agree as follows:

1. Parker and Incheape shall each pay to Plaintiffs the sum total of One Hundred Fifty Thousand Dollars (\$150,000), for total payment of Three Hundred Thousand Dollars (\$300,000), as contributions to the settlement negotiated between Hawker, Wag/Bas and Plaintiffs, pursuant to and in accordance with the terms of the Second Partial Consent Decree to be signed by the Parties, including Parker and Incheape. Hawker and Wag/Bas shall make payments required of them under the Second Partial Consent Decree.

2. In consideration of the payments described in paragraph 1, Hawker and Wag/Bas and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees and agents shall fully and forever release and discharge each of Parker and Incheape and their respective parents, subsidiaries, and affiliated companies and their respective parents, subsidiaries, and affiliated companies

and their respective directors, officers, shareholders, employees, and agents from: (a) any and all claims which have been raised in the Litigation and are settled by the Second Partial Consent Decree, including, but not limited to all past, present, and future investigation, remediation and related costs associated with the NHOU interim remedy and for past SFVB basin-wide costs through April 30, 1992, but not including any future claims arising out of future NHOU or SFVB regional groundwater investigation or remediation; and (b) any and all claims for all past, present and future investigation, response, remediation, or attorneys', consultants', and experts' fees associated with any investigation or remediation, whether voluntary or required, of the Site, including Site soils (or other soils impacted by migration of contaminants from Site soils) and Site groundwater cleanup, if any.

3. In consideration for the releases provided by Hawker and Wag/Bas to Parker and Inchcape, and the performance by Hawker and Wag/Bas of their obligations hereunder, and subject to the provisions of paragraph 6 hereof, Parker and Inchcape and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees, and agents shall fully and forever release and discharge Hawker and Wag/Bas and their respective parents, subsidiaries and affiliated companies, and their respective directors, shareholders, employees, and agents from: (a) any and all claims which have been raised in the Litigation and are settled by the Second Partial Consent Decree, including, but not limited to all past, present, and future investigation, remediation and related costs associated with the NHOU interim remedy and for past SFVB basin-wide costs through April 30, 1992, but not including any future claims arising out of future NHOU or SFVB regional groundwater investigation or remediation; and (b) any and all claims for all past investigation, response, remediation, or attorneys', consultants' and experts' fees which may

have been previously incurred by Parker and Incheape and which are associated with any prior investigation or remediation, whether voluntary or required, of the Site, including Site soils (or other soils impacted by migration of contaminants from Site soils) and Site groundwater cleanup, if any.

4. In consideration for the releases provided by Parker and Incheape to each other and the performance by Parker and Incheape of their obligations hereunder, Parker and Incheape and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees, and agents shall fully and forever release and discharge each other and their respective parents, subsidiaries, and affiliated companies, and their respective directors, officers, shareholders, employees, and agents from (a) any and all claims which have been raised in the Litigation and are settled by the Second Partial Consent Decree, including but not limited to all past, present and future investigation, remediation and related costs associated with the NHOU interim remedy and for past SFVB basin-wide costs through April 30, 1992, but not including any future claims arising out of future NHOU or SFVB regional groundwater investigation or remediation; and (b) any and all claims for all past investigation, response, remediation, or attorneys', consultants', and experts' fees which may have been previously incurred and which are associated with any prior investigation or remediation, whether voluntary or required, of the Site including Site soils (or other soils impacted by migration of contaminants from Site soils) and Site groundwater cleanup, if any.

5. As additional consideration, upon the entry by the court of the Second Partial Consent Decree, the Parties (a) agree to dismiss without prejudice all claims against each

other in the Litigation; and (b) agree and covenant not to sue each other with regard to any of the claims released in paragraphs 2, 3 and 4 above. The Parties further agree that: (a) each party shall bear its own attorneys' fees and costs of suit; and (b) in this or in any other litigation, no party shall attempt to recover some or all of its attorneys' fees and costs of suit relating to the Litigation; and (c) the Parties shall not refile claims against each other in the Litigation.

6. Nothing herein shall be interpreted or construed (a) to limit, alter or amend in any way any rights or obligations of any of the Parties to the Agreement of Purchase and Sale of Assets between Hawker and Inchcape [as Flight Accessory Services, Inc.] dated February 25, 1987 and the Asset Purchase Agreement between Parker and Inchcape [as Atkins, Kroll & Co., Ltd.] dated August 2, 1982, all of which shall be preserved. Without limitation, the Parties reserve all rights, claims and defenses relating to their respective liabilities and obligations under the above agreements; or (b) as an admission of or by any party of any question of fact or law, or as a waiver of any defense, and this Agreement may not be used or asserted by any party hereto or any third party (including any administrative agency) as a precedent in any litigation or other proceeding. No party may introduce this Agreement into evidence in any action or proceeding, other than an action or proceeding to enforce the terms hereof or a party's rights hereunder and this Agreement does not serve to establish an allocation of any party's share of liability.

7. Hawker and Wag/Bas each agree to timely and fully perform all obligations imposed upon them (or which may seek to be imposed upon Parker and/or Inchcape, other than Parker's and/or Inchcape's cash payment, record access and record retention obligations)

as Settling Defendants under the Second Partial Consent Decree -- including, but not limited to, payment of all amounts required of Hawker and Wag/Bas thereunder.

8. This Agreement shall be appended as an Exhibit to the Second Partial Consent Decree. To the extent there is any conflict or difference between the terms of this Agreement and the Second Partial Consent Decree, the terms of this Agreement shall control as between and among the Parties hereto insofar as their respective rights and obligations are concerned.

9. The Parties represent that they have been fully apprised of all material facts regarding the matters settled by this Agreement, and that each has had the benefit and advice of counsel of its choice and therefore enters into this Agreement with full knowledge of the consequences of its actions.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. This Agreement contains the final, complete, and exclusive agreement among the Parties and supersedes and prevails over all prior communications regarding the matters contained herein. This Agreement may not be amended, modified, or waived except by an instrument in writing executed by the Parties. This Agreement is executed without reliance upon any promise, warranty, or representation other than those expressly contained herein.

12. This Agreement shall be construed and interpreted according to the laws of the State of California.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: David Lokken

Printed: DAVID LOKKEN

Title: PRESIDENT & CEO

Date: 25 October 1996

PARKER-HANNIFIN CORPORATION

By: _____

Printed: _____

Title: _____

Date: _____

PEGGY M. WAGNER
as Trustee of the Wagner Living Trust

Date: _____

INCHCAPE, INC.

By: _____

Printed: _____

Title: _____

Date: _____

JOSEPH BASINGER

Date: _____

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: _____

Printed: _____

Title: _____

Date: _____

PARKER-HANNIFIN CORPORATION

By: _____

Printed: _____

Title: _____

Date: _____

→ PEGGY M. WAGNER
as Trustee of the Wagner Living Trust

Peggy M. Wagner, Trustee

Date: Oct 28, 1996

INCHCAPE, INC.

By: _____

Printed: _____

Title: _____

Date: _____

JOSEPH BASINGER

Date: _____

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.
By: _____
Printed: _____
Title: _____
Date: _____

PARKER-HANNIFIN CORPORATION
By: _____
Printed: _____
Title: _____
Date: _____

PEGGY M. WAGNER
as Trustee of the Wagner Living Trust

Date: _____

INCHCAPE, INC.
By: _____
Printed: _____
Title: _____
Date: _____

→ JOSEPH BASINGER
Joseph Basinger
Date: 10/28/96

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: _____

Printed: _____

Title: _____

Date: _____

PEGGY M. WAGNER
as Trustee of the Wagner Living Trust

Date: _____

JOSEPH BASINGER

Date: _____

PARKER-HANNIFIN CORPORATION

By: Christopher H. Morgan

Printed: Christopher H. Morgan

Title: Asst. Gen. Counsel

Date: 10/28/96

INCHCAPE, INC.

By: _____

Printed: _____

Title: _____

Date: _____

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. The Parties represent and warrant that the individuals executing this Agreement are empowered and authorized to sign on behalf of the Parties for whom they have signed.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on the date shown by their signatures below.

HAWKER PACIFIC, INC.

By: _____

Printed: _____

Title: _____

Date: _____

PEGGY M. WAGNER
as Trustee of the Wagner Living Trust

Date: _____

JOSEPH BASINGER

Date: _____

PARKER-HANNIFIN CORPORATION

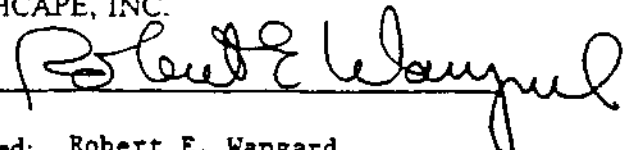
By: _____

Printed: _____

Title: _____

Date: _____

INCHCAPE, INC.

By: 

Printed: Robert E. Wangard

Title: Secretary and Attorney-In-Fact

Date: November 15, 1996

Appendix 1
Releasees

Affiliates of AlliedSignal, Inc.: Garrett Corporation, Bendix Corporation.

Affiliates of California Car Hikers Service, Inc.: Aadlen Bros. Auto Wrecking, Inc., Samson Auto Salvage, Inc., Brothers Foreign Car Auto Wrecking, Inc., Solid Waste General Corp. of America, Inc., Aadlen Bros. Auto Wrecking, Samson Auto Salvage, Brothers Foreign Car Auto Wrecking, U-Pick Parts, A-U Foreign Car Auto Wrecking, "A" Foreign Car Auto Wrecking, Brothers Auto Sales, Samson Auto Sales, Sun Valley Swap Meet, American Truck Salvage Lot, Universal Auto Wrecking, Tuxford-Telfair-Penrose Enterprises, aka TTPE, Adlen Group Enterprises, Adlen Core Supply Co.

Affiliates of Crown Disposal Company, Inc.: ABC, All City, Arrow Pickup, Atomic Disposal, Booth Disposal, Coastal Rubbish, Pacific Pickup, Extra Rubbish, Larey Rubbish, Magic Roll-Off/Magic Disposal, Eagle Disposal, Sav-On Disposal, Superior Waste, W.R. Brown, Vick's Disposal, Diaz Rubbish, Aero Salvage, Disposal Control, Bonanza Disposal, Larry Ironicone, West Coast Rubbish, E-G, Western Reclamation, Community Recycling & Resource Recovery.

Affiliates of Hawker Pacific, Inc.: Dunlop Aviation Division, Dunlop Aviation Canada, Inc., Hawker Pacific Holland, and Flight Accessory Services.

Appendix 2
Notices and Submissions

For AlliedSignal, Inc.

AlliedSignal Aerospace
Vice President and General Counsel
2525 West 190th Street
Law Department
Torrance, CA 90504-6099

For AVX Filters Corporation, U.S. Mikrotec Components, and
Unitrode, Inc. -

Craig S.J. Johns
Crosby, Heafey, Roach & May
1999 Harrison Street
Oakland, CA 94612-3573

For Browning-Ferris Industries

Michael L. Miller
Browning-Ferris Industries
757 N. Eldridge Street
Houston, TX 77079

For Joseph Basinger and Peggy Wagner

Aaron Rosen, Esq.
9606 S. Santa Monica Boulevard
Suite 200
Beverly Hills, CA 90210

For California Car Hikers Service, Inc.

Milton Hoffman, General Manager
California Car Hikers Service, Inc.
Adlen Brothers Autowrecking
11409 Penrose
Sun Valley, California 91352

For Chase Chemical Company, Inc.,
Herman and Isabel Benjamin
and The Benjamin Family Trust

Zane S. Averbach, Esq.
Steven L. Feldman, Esq.
Goldfarb, Sturman & Sturman
15760 Ventura Boulevard, Suite 1900
Encino, CA 91436

1 For Crown Disposal Company, Inc.
2 John Richardson, President
3 Crown Disposal Company, Inc.
4 9189 DeGarmo Avenue
5 P.O. Box 1081
6 Sun Valley, CA 91352
7
8 For E.I. DuPont De Nemours
9 Legal Department D-8042
10 1007 Market Street
11 Wilmington, Delaware 19898
12
13 For Hawker Pacific, Inc.
14 David L. Lokken
15 President and Chief Executive Officer
16 Hawker Pacific, Inc.
17 11310 Sherman Way
18 Sun Valley, California 91352
19
20 Robert C. Hamaberg
21 Chairman
22 Hawker Pacific, Inc.
23 c/o BTR Aerospace Group
24 200-1780 Wellington Avenue
25 Winnipeg, Manitoba R3H1B3
26 Canada
27
28 Edgar P. DeVyllder, Jr., Esq.
Vice President and General Counsel
BTR, Inc.
Stamford Harbor Park
333 Ludlow Street
Stamford, CT 06902
Norman B. Berger, Esq.
Varga Berger Ledsky & Hayes
224 South Michigan Avenue
Suite 350
Chicago, IL 60604
For Holchem, Inc.
Mr. Adrian Hol
Corporate Vice President
Holchem, Inc.
1551 North Tustin Avenue
Suite 430
Santa Ana, CA 92701

1 (Holchem, Inc., cont'd.)
2 and
3 Richard Montevideo, Esq.
4 Rutan & Tucker
5 P.O. Box 1950
6 Costa Mesa, CA 92628-1950
7
8 For Inchcape, Inc.
9
10 Robert Wangard, Esq.
11 Ann Beckert, Esq.
12 Ross & Hardies
13 150 North Michigan Avenue
14 Chicago, ILL 60601-7567
15
16 For Los Angeles By-Products Co.
17
18 Los Angeles By-Products Co.
19 1810 East 25th Street
20 Los Angeles, CA 90058
21 Attn.: M.R. McAllister
22
23 Greenwald, Hoffman & Meyer
24 500 N. Brand Blvd., Ste. 920
25 Glendale, CA 91203-1904
26 Attn.: L.F. Meyer
27
28 For Los Angeles County Metropolitan Transportation Authority
29
30 Ronald W. Stamm
31 Deputy County Counsel
32 Transportation Division
33 One Gateway Plaza
34 Los Angeles, CA 90012-2932
35
36 For Nupla Corporation
37
38 J. Allen Carmien
39 Chairman, CEO, President
40 Nupla Corporation
41 11912 Sheldon Street
42 Sun Valley, CA 91352
43
44 Kurt Weissmuller, Esq.
45 McClintock, Weston, Benshoof,
46 Rochefort, Rubalcava & MacCuish LLP
47 444 South Flower Street, Suite 4300
48 Los Angeles, CA 90071
49
50 For Parker-Hannifin Corporation
51
52 Christopher Morgan, Esq.
53 Parker-Hannifin Corporation

1 17325 Euclid Avenue
2 Cleveland, OH 44112
3 Joann Lichtman, Esq.
4 Howrey & Simon
5 550 South Hope Street, Suite 1400
6 Los Angeles, CA 90071
7 For Price Pfister, Inc.
8 Linda L. Biagioni
9 Vice President, Environmental Affairs
10 Black & Decker Corporation
11 701 E. Joppa Rd.
12 Towson, MD 21204
13 For Sundstrand Corporation
14 Sundstrand Corporation
15 4949 Harrison Avenue
16 P.O. Box 7003
17 Rockford, Ill. 61125-7003
18 and
19 Michael Hickok, Esq.
20 11444 West Olympic Blvd.
21 10th fl.
22 Los Angeles, CA 90064
23 For Jean W. Blomberg:
24 Jean W. Blomberg
25 2386 Saddleback Drive
26 Danville, CA 94506
27 and
28 Michael Hickok, Esq.
11444 West Olympic Blvd.
10th fl.
Los Angeles, CA 90064
For Joan O'Brien
Joan O'Brien
1031 N. Fair Oaks
Sunnyvale, CA 94089
and
Michael Hickok, Esq.
11444 West Olympic Blvd.
10th fl.
Los Angeles, CA 90064

1 For Gary O'Brien

2 Gary O'Brien
3 9 Dawn Place
4 Mill Valley, CA 94941

5 and

6 Michael Hickok, Esq.
7 11444 West Olympic Blvd.
8 10th fl.
9 Los Angeles, CA 90064

10 For William E. Tolson:

11 William E. Tolson
12 999 Green St.
13 Apartment 1001
14 San Francisco, CA 94133

15 and

16 Michael Hickok, Esq.
17 11444 West Olympic Blvd.
18 10th fl.
19 Los Angeles, CA 90064

20 For H.R. Textron and Textron, Inc.

21 Michael Hickok, Esq.
22 11444 West Olympic Blvd.
23 10th fl.
24 Los Angeles, CA 90064

25 For Western Waste Industries

26 Timothy Gallagher, Esq.
27 Gallagher & Gallagher
28 611 West Sixth St., Suite 2500
Los Angeles, CA 90017

GREENWALD, HOFFMAN & MEYER

ATTORNEYS AT LAW

DONALD M. HOFFMAN
LAWRENCE F. MEYER
RAUL M. MONTES
JEANNE BURNS-HAINDEL

500 NORTH BRAND BOULEVARD, SUITE 920
GLENDALE, CALIFORNIA 91203-1904

GUY P. GREENWALD, JR.
(1914-1984)

TELEPHONE
(818) 507-8100
(213) 381-1131

FAX
(818) 507-8484

March 30, 1995

Mr. Gary J. Smith
Beveridge & Diamond
One Sansome Street, Suite 3400
San Francisco, CA 94104-4438

Re: Price Pfister

Dear Gary:

Pursuant to your discussions with Larry Meyer and Anita Sokolsky at the third-party defense counsel meeting, we are enclosing copies of ledger sheets from Los Angeles By-Products which reflect Price Pfister's dumping from approximately 1963 to 1978.

We are presently looking into whether:

- (1) These ledgers reflect both dumping at Tuxford and Penrose; and
- (2) There are any additional ledgers and/or price information for Price Pfister.

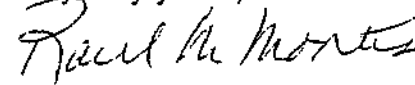
At present, we have no information on the haulers/transporters used by Price Pfister.

I understand that your client Price Pfister is a successor corporation since the sale of the original Price Pfister in approximately 1983. You indicated at the meeting that you would consider providing us with a copy of the sale agreement. We are reiterating our request for an informal copy and would be willing to enter into a confidentiality agreement. We are also enclosing copies of portions of the Regional Water Quality Board files regarding the presence of PCE and TCE at the Price Pfister location. We understand that the Regional Board has not closed its files for this facility.

We are enclosing a signed, conformed copy of the agreed stipulation and order to extend the time for third-party defendant Price Pfister, Inc. to respond to third-party complaints of Los Angeles By-Products Company.

Thank you for your attention.

Very truly yours,


Raul M. Montes

Enclosures

ACCOUNTS RECEIVABLE

1966 1111

NAME

Price-Pfister Brass Mfg. Co.

ACCT. NO.

ADDRESS

2411 Humboldt P.O. Box 637 11500 Paxton St.
Los Angeles 32, Calif. 90031
Pasadena, Calif. 91131

SHEET NO. 1

DESCRIPTION	DATE	FOLIO	CHARGES	CREDITS	BALANCE	PICKUP
3 LDS TUXFORD BALANCE FORWARD	OCT 25 63		17.00		17.00 *	0.0
B A CASH	MAY 15 63			17.00	0.00 *	17.0
2 LDS TUXFORD	MAY 25 63		20.00		20.00 *	0.0
B A CASH	DEC 20 63			20.00	0.00 *	20.0
2 LDS TUXFORD	JAN 25 64		11.00		11.00 *	0.0
B A CASH	FEB 21 64			11.00	0.00 *	11.0
1 LD TUXFORD	FEB 25 64		5.00		5.00 *	0.0
B A CASH	MAR 13 64			5.00	0.00 *	5.0
1 LD TUXFORD	MAY 25 64		12.00		12.00 *	0.0
B A CASH	JUL 17 64			12.00	0.00 *	12.0
1 LD TUXFORD	SEP 25 64		12.00		12.00 *	0.0
B A CASH	OCT 23 64			12.00	0.00 *	12.0
1 LD TUXFORD	MAR 20 65		12.00		12.00 *	0.0
B A CASH	APR 21 65			12.00	0.00 *	12.0
1 LD TUXFORD	JUL 20 65		7.00		7.00 *	0.0
B A CASH	AUG 13 65			7.00	0.00 *	7.0
2 LDS TUXFORD	AUG 20 65		13.00		13.00 *	0.0
2 LDS TUXFORD	SEP 20 65		20.00		33.00 *	13.0
B A CASH	OCT 27 65			8.00 ✓ 5.00 ✓ 30.00 ✓	10.00 CR	33.0
2 LDS TUXFORD	OCT 20 65		20.00 ✓		10.00 *	10.0
5 LDS TUXFORD	MAY 20 65		50.00 ✓		60.00 *	10.0
B A CASH	JUL 17 65			50.00 ✓	10.00 *	60.0
1 LD XXXXX TUXFORD	DEC 20 65		10.00		20.00 *	10.0
B A CASH	JAN 19 66			10.00 ✓	10.00 *	20.0
2 LDS TUXFORD	FEB 20 66		22.00		32.00 *	10.0
B A CASH	MAR 18 66			20.00	12.00 *	32.0
B A CASH	MAR 23 66			12.00	0.00 *	12.0

FORWARD

LOS ANGELES BY PRODUCTS CO.

ACCOUNTS RECEIVABLE

366-1141

6190

NAME

Price-Pfister Brass Mfg. Co.

ACCT.
NO.

ADDRESS

P. O. Box 637
Pacifica, Calif. 91331SHEET
NO. 2

DESCRIPTION	DATE	FOLIO	CHARGES	CREDITS	BALANCE	PICKUP
March 1966 BALANCE FORWARD						
2 LDS TUXFORD	JUN 20 66		20.00		20.00 *	0.00
B A CASH	JUL 22 66			20.00	0.00 *	20.00
2 LDS TUXFORD	JUL 20 66		19.00		19.00 *	0.00
B A CASH	AUG 18 66			19.00	0.00 *	19.00
3 LDS TUXFORD	AUG 20 66		30.00		30.00 *	0.00
B A CASH	SEP 16 66			30.00	0.00 *	30.00
DUMPING	JUN 30 67		2.00		2.00 *	0.00
B A CASH	JUL 26 67			2.00	0.00 *	2.00
DUMPING	AUG 31 67		15.00		15.00 *	0.00
B A CASH	SEP 27 67			15.00	0.00 *	15.00
DUMPING	NOV 30 67		35.00		35.00 *	0.00
B A CASH	JUL 27 67			35.00	0.00 *	35.00
DUMPING	JAN 31 68		12.00		12.00 *	0.00
DUMPING	FEB 29 68		10.00		22.00 *	12.00
B A CASH	MAR 27 68			22.00	0.00 *	22.00
DUMPING	MAR 31 68		11.00		11.00 *	0.00
B A CASH	APR 24 68			11.00	0.00 *	11.00
DUMPING	APR 30 68		12.00		12.00 *	0.00
B A CASH	MAY 17 68			12.00	0.00 *	12.00
DUMPING	MAY 31 68		12.00		12.00 *	0.00
B A CASH	JUL 24 68			12.00	0.00 *	12.00
DUMPING	MAR 31 69		22.00		22.00 *	0.00
B A CASH	APR 18 69			22.00	0.00 *	22.00
DUMPING	JUN 30 69		18.00		18.00 *	0.00
B A CASH	JUL 18 69			18.00	0.00 *	18.00
DUMPING	JUL 31 69		15.00		15.00 *	0.00
B A CASH	AUG 20 69			15.00	0.00 *	15.00
DUMPING	AUG 31 69		15.00		15.00 *	0.00
B A CASH	SEP 19 69			15.00	0.00 *	15.00
DUMPING	OCT 31 69		12.00		12.00 *	0.00
B A CASH	NOV 21 69			12.00	0.00 *	12.00
DUMPING	APR 30 70		15.00		15.00 *	0.00
B A CASH	MAY 22 70			15.00	0.00 *	15.00
DUMPING	JUN 30 70		20.00		20.00 *	0.00
B A CASH	JUL 17 70			20.00	0.00 *	20.00

FORWARDED

LOS ANGELES BY-PRODUCTS CO.

ACCOUNTS RECEIVABLE

6190

NAME Price Pfister Brass Mfg. Co.
P. O. Box 637
ADDRESS Pacoima, CA 91331

ACCT NO

SHEET NO 3

DESCRIPTION	July 1970	DATE	FOLIO	CHARGES	CREDITS	BALANCE	PICKUP
DUMPING	BALANCE FORWARD	AUG 31 70		20.00		20.00 *	0.0
B A CASH		SEP 18 70			20.00	0.00 *	20.0
DUMPING		SEP 30 70		25.00		25.00 *	0.0
DUMPING		OCT 31 70		45.00		70.00 *	25.0
B A CASH		NOV 18 70			25.00	45.00 *	70.0
B A CASH		DEC 16 70			45.00	0.00 *	45.0
DUMPING		JUL 31 70		20.00		20.00 *	0.0
B A CASH		JAN 27 71			20.00	0.00 *	20.0
DUMPING		JAN 31 71		20.00		20.00 *	0.0
B A CASH		FEB 19 71			20.00	0.00 *	20.0
DUMPING		FEB 28 71		40.00		40.00 *	0.0
B A CASH		MAR 19 71			40.00	0.00 *	40.0
DUMPING		MAR 31 71		20.00		20.00 *	0.0
B A CASH		APR 21 71			20.00	0.00 *	20.0
DUMPING		MAR 30 71		20.00		20.00 *	0.0
B A CASH		MAY 21 71			20.00	0.00 *	20.0
DUMPING		MAY 31 71		20.00		20.00 *	0.0
B A CASH		JUN 18 71			20.00	0.00 *	20.0
DUMPING		JUN 30 71		40.00		40.00 *	0.0
B A CASH		JUL 21 71			40.00	0.00 *	40.0
DUMPING		JUL 31 71		20.00		20.00 *	0.0
B A CASH		AUG 20 71			20.00	0.00 *	20.0
DUMPING		AUG 31 71		25.00		25.00 *	0.0
B A CASH		SEP 22 71			25.00	0.00 *	25.0
DUMPING		SEP 30 71		64.00		64.00 *	0.0
B A CASH		OCT 20 71			64.00	0.00 *	64.0
DUMPING		NOV 30 71		15.00		15.00 *	0.0
B A CASH		DEC 15 71			15.00	0.00 *	15.0
DUMPING		DEC 31 71		58.00		58.00 *	0.0
B A CASH		JAN 26 72			58.00	0.00 *	58.0
DUMPING		JAN 31 72		40.00		40.00 *	0.0
B A CASH		FEB 24 72			40.00	0.00 *	40.0
DUMPING		FEB 29 72		60.00		60.00 *	0.0
B A CASH		MAR 22 72			60.00	0.00 *	60.0
DUMPING		MAR 31 72		20.00		20.00 *	0.0
B A CASH		APR 28 72			20.00	0.00 *	20.0
DUMPING		APR 30 72		40.00		40.00 *	0.0
B A CASH		MAY 17 72			40.00	0.00 *	40.0
DUMPING		MAY 31 72		20.00		20.00 *	0.0
B A CASH		JUN 30 72			20.00	0.00 *	20.0
DUMPING		JUN 30 72		40.00		40.00 *	0.0

FORWARD

ACCOUNTS RECEIVABLE

6190

NAME Price Pfister Brass Mfg. Co.
P. O. Box 637
ADDRESS Pacoima, Ca 91331

ACCT
NOSHEET
NO. 4

DESCRIPTION	DATE	FOLIO	CHARGES	CREDITS	BALANCE	PICKUP
B A CASH DUMPING BALANCE FORWARD	JUL 19 72			40.00	0.00 *	40.00
DUMPING	JUL 31 72		22.00		22.00 *	0.00
DUMPING	AUG 31 72		86.00 ✓		108.00 *	22.00
B A CASH	SEP 22 72			86.00	22.00 *	108.00
DUMPING	SEP 30 72		20.00 ✓		42.00 *	22.00
B A CASH	OCT 6 72			22.00	20.00 *	42.00
B A CASH	OCT 20 72			20.00	0.00 *	20.00
DUMPING	OCT 31 72		20.00		20.00 *	0.00
B A CASH	NOV 15 72			20.00	0.00 *	20.00
DUMPING	DEC 31 72		42.00		42.00 *	0.00
B A CASH	JAN 19 73			42.00	0.00 *	42.00
DUMPING	JAN 31 73		66.00		66.00 *	0.00
B A CASH	FEB 16 73			66.00	0.00 *	66.00
DUMPING	MAR 31 73		22.00		22.00 *	0.00
B A CASH	APR 23 73			22.00	0.00 *	22.00
DUMPING	APR 30 73		44.00		44.00 *	0.00
B A CASH	MAY 23 73			44.00	0.00 *	44.00
DUMPING	JUN 30 73		22.00		22.00 *	0.00
B A CASH	JUL 25 73			22.00	0.00 *	22.00
DUMPING	JUL 31 73		22.00		22.00 *	0.00
B A CASH	AUG 22 73			22.00	0.00 *	22.00
DUMPING	AUG 31 73		20.00		20.00 *	0.00
B A CASH	SEP 21 73			20.00	0.00 *	20.00
DUMPING	SEP 30 73		22.00		22.00 *	0.00
B A CASH	OCT 19 73			22.00	0.00 *	22.00
DUMPING	OCT 31 73		44.00		44.00 *	0.00
B A CASH	NOV 28 73			44.00	0.00 *	44.00
DUMPING	DEC 31 73		22.00		22.00 *	0.00
B A CASH	JAN 23 74			22.00	0.00 *	22.00
DUMPING	MAR 31 74		42.00		42.00 *	0.00
B A CASH	APR 19 74			42.00	0.00 *	42.00
DUMPING	MAY 31 74		46.00		46.00 *	0.00
B A CASH	JUN 20 74			46.00	0.00 *	46.00
DUMPING	JUN 30 74		22.00		22.00 *	0.00
SEC NATL	JUL 26 74			22.00	0.00 *	22.00
DUMPING	JUL 31 74		22.00		22.00 *	0.00
SEC NATL	AUG 28 74			22.00	0.00 *	22.00
DUMPING	AUG 31 74		72.00		72.00 *	0.00
SEC NATL	SEP 20			72.00	0.00 *	72.00

FORWARD

ACCOUNTS RECEIVABLE

6140

NAME

Price Pfister Brass Mfg. Co.

ACCT
NO

P. O. Box 637

ADDRESS

Pacoima, Ca. 91331

SHEET
NO

5

DESCRIPTION	DATE	FOLIO	CHARGES	CREDITS	BALANCE	PICKUP
Sept 1974						
BALANCE FORWARD						
DUMPING	SEP 30 74		22.00		22.00 *	0.0
SEC NATL	OCT 30 74			22.00	0.00 *	22.0
DUMPING	OCT 31 74		22.00 ✓		22.00 *	0.0
DUMPING	NOV 30 74		46.00 ✓		68.00 *	22.0
SEC NATL	DEC 3 74			22.00	46.00 *	68.0
SEC NATL	DEC 20 74			46.00	0.00 *	46.0
DUMPING	JAN 31 75		20.00		20.00 *	0.0
SEC NATL	FEB 27 75			20.00	0.00 *	20.0
DUMPING	FEB 28 75		22.00		22.00 *	0.0
SEC NATL	MAR 20 75			22.00	0.00 *	22.0
DUMPING	MAR 31 75		44.00		44.00 *	0.0
SEC NATL	APR 28 75			44.00	0.00 *	44.0
DUMPING	MAY 31 75		44.00		44.00 *	0.0
SEC NATL	JUN 18 75			44.00	0.00 *	44.0
DUMPING	JUN 30 75		24.50		24.50 *	0.0
SEC NATL	JUL 18 75			24.50	0.00 *	24.5
DUMPING	JUL 31 75		72.50		72.50 *	0.0
SEC NATL	AUG 22 75			72.50	0.00 *	72.5
DUMPING	AUG 31 75		74.00		74.00 *	0.0
SEC NATL	SEP 22 75			74.00	0.00 *	74.0
DUMPING	SEP 30 75		72.00		72.00 *	0.0
SEC NATL	OCT 27 75			72.00	0.00 *	72.0
DUMPING	OCT 31 75		46.00		46.00 *	0.0
SEC NATL	NOV 21 75			46.00	0.00 *	46.0
DUMPING	NOV 30 75		70.50		70.50 *	0.0
SEC NATL	DEC 22 75			70.50	0.00 *	70.5
DUMPING	DEC 31 75		48.00		48.00 *	0.0
SEC NATL	JAN 23 76			48.00	0.00 *	48.0
DUMPING	JAN 31 76		48.00		48.00 *	0.0
SEC NATL	FEB 23 76			48.00	0.00 *	48.0
DUMPING	FEB 29 76		24.00		24.00 *	0.0
SEC NATL	MAR 18 76			24.00	0.00 *	24.0
DUMPING	MAR 31 76		72.00		72.00 *	0.0
SEC NATL	APR 20 76			72.00	0.00 *	72.0
DUMPING	APR 30 76		72.00		72.00 *	0.0
SEC NATL	MAY 28 76			72.00	0.00 *	72.0
DUMPING	MAY 31 76		48.00		48.00 *	0.0

FORWARD

ACCOUNTS RECEIVABLE

6190

NAME Price Pfister Brass Mfg. Co.
P.O. Box 637
ADDRESS Pacoima, Ca. 91331

ACCT
NO.SHEET 6
NO.

DESCRIPTION	DATE	FOLIO	CHARGES	CREDITS	BALANCE	PICKUP
BALANCE FORWARD						
SEC NATL	JUN 21 '76			48.00	0.00 *	48.00
DUMPING	JUN 30 '76		48.00		48.00 *	0.00
SEC NATL	JUL 28 '76			48.00	0.00 *	48.00
DUMPING	JUL 31 '76		74.00		74.00 *	0.00
SEC NATL	AUG 20 '76			74.00	0.00 *	74.00
DUMPING	AUG 31 '76		100.00		100.00 *	0.00
SEC NATL	SEP 28 '76			100.00	0.00 *	100.00
DUMPING	SEP 30 '76		50.00		50.00 *	0.00
SEC NATL	OCT 20 '76			50.00	0.00 *	50.00
DUMPING	OCT 31 '76		75.00		75.00 *	0.00
SEC NATL	NOV 19 '76			75.00	0.00 *	75.00
DUMPING	NOV 30 '76		75.00		75.00 *	0.00
SEC NATL	DEC 20 '76			75.00	0.00 *	75.00
DUMPING	DEC 31 '76		75.00		75.00 *	0.00
SEC NATL	JAN 24 '77			75.00	0.00 *	75.00
DUMPING	JAN 31 '77		70.00		70.00 *	0.00
SEC NATL	FEB 24 '77			70.00	0.00 *	70.00
DUMPING	FEB 28 '77		120.00		120.00 *	0.00
SEC NATL	MAR 21 '77			120.00	0.00 *	120.00
DUMPING	MAR 31 '77		80.00		80.00 *	0.00
SEC NATL	APR 22 '77			80.00	0.00 *	80.00
DUMPING	APR 30 '77		80.00		80.00 *	0.00
SEC NATL	MAY 20 '77			80.00	0.00 *	80.00
DUMPING	MAY 31 '77		80.00		80.00 *	0.00
DUMPING	JUN 30 '77		120.00		200.00 *	80.00
SEC NATL	JUL 6 '77			80.00	120.00 *	200.00
SEC NATL	JUL 26 '77			120.00	0.00 *	120.00
DUMPING	JUL 31 '77		128.00		128.00 *	0.00
SEC NATL	AUG 22 '77			128.00	0.00 *	128.00
DUMPING	AUG 31 '77		88.00		88.00 *	0.00
SEC NATL	SEP 23 '77			88.00	0.00 *	88.00
DUMPING	SEP 30 '77		44.00		44.00 *	0.00
SEC NATL	OCT 21 '77			44.00	0.00 *	44.00
DUMPING	OCT 31 '77		132.00		132.00 *	0.00
SEC NATL	NOV 18 '77			132.00	0.00 *	132.00
DUMPING	NOV 30 '77		88.00		88.00 *	0.00
SEC NATL	DEC 27 '77			88.00	0.00 *	88.00
DUMPING	DEC 31 '77		50.00		50.00 *	0.00
SEC NATL	JAN 23 '78			50.00	0.00 *	50.00

FORWARD

September 4, 1984

Price Pfister, Inc.
P.O. Box 637
Pacoima, California 91331

Attention: Mr. Rudy Garanchon
Process Engineering Manager

Subject: Final Report, Removal of Seven Underground
Tanks and Soil Testing at Price Pfister, Inc.,
Pacoima.

1. Executive Summary

Seven underground tanks were removed from the ground at Price Pfister, Inc. Small soil contamination with lubricating oils was found under some of the tanks after excavation. The only large soil contamination was found above tank 4, as a result of what seems to be surface seepage from above ground drums storage rack.

Based on the nature of the large molecular weight petroleum based materials stored in all the tanks, it could be assumed that the material has low mobility and will biodegrade with time.

2. Background

In response to the underground tanks leakage detection program guidelines of the California Regional Water Quality Control Board Los Angeles Region, (L.A. Region W.Q.C.B.), Price Pfister, Inc. has elected to remove its seven underground tanks used to store a variety of cutting and lubricating oils. The work was done on July 19, 1984, according to Enviropro Inc. proposal approved by the L.A. Region W.Q.C.B. as expressed in the board's letters dated March 27 and April 27, 1984. This report describes the tanks' removal and the results of the analysis of soil sampled from the area under the tanks.

3. Description of the Work

The tank excavation and removal was performed on Thursday July 19, 1984. The excavation and tanks' removal was performed by a contractor engaged for the work by Price Pfister, Inc.

In addition to the excavation crew, the following people were present during the excavation:

- Mr. David Bacharowski, representing the L.A. Region W.Q.C.B.
- Mr. James H. Jochheim, a Fire Department Inspector
- Staff members of Price Pfister, Inc.
- Mr. Michael Uziel, representing Enviropro Inc.

After removal of each tank from the excavation, it was inspected for damage, corrosion and visible holes or signs of leaks. The condition of each tank is described in Table 1. Table 2 describes the up-to-date tank information.

A core soil sample was collected at the center of the soil area previously under each tank. The sample was collected by driving a 6 inch x 1.5 inch brass tube into the soil. The undisturbed soil sample was removed with the tube, then wrapped with aluminum foil, and placed in plastic bag. The bag with the sample was placed in a glass jar. The sample jar was placed on dry ice inside a styrofoam container and shipped to the laboratory for analysis. Chain of custody documentation were prepared by Enviropro Inc., and returned by the laboratory. The analysis was performed by Analytical Technologies Inc., National City, California, a state approved laboratory. The soil sample were analyzed for petroleum hydrocarbons by EPA Method No. 418.1 and for oil and grease by EPA Method No. 413.2. Aromatic hydrocarbons were determined by EPA Method using GC/FID equipped with purge and trap system. The analytical results are presented in Appendix A.

4. Discussion of the Results

The detailed visual examination of all tanks after excavation showed all tanks to be in good condition with the exception of tank No. 6 (abandoned in 1954). Visual examination of the sides of the excavation at tanks No. 1-4 showed seepage of contaminants from above originating at a surface dock and a drum rack. This was confirmed by the analytical results of soil sample No. 8. This sample was taken above the tanks from area midway between tank No. 4 and the surface pavement. The analytical results of soil below tank No. 1 showed clean soil where soil below tanks No. 2-4 showed some contamination of soil with petroleum hydrocarbons. This could possibly be attributed to overfill or leakage from gravity feed lines

TABLE 1

Price Pfister, Inc.

U.G. Tank Excavation Inspection Results: July 19, 1984

Tank No.	Tank Condition	Visible Leaks	Soil Condition Under Tank
1	2	No	2
2	2	No	2
3	2	No	2
4	2	No	2
5	2	No	2
6	3	Yes	2
7	2	No	2
8	N/A	N/A	3

Key

Tank Condition Criteria

1. Excellent no corrosion or sign of leaks
2. Good, no visible leaks
3. Good, but with visible leak
4. Visible holes and leaks
5. Tank in deteriorated condition, large leaks

* N/A - Not Applicable

Soil Condition Criteria

1. Clean dry soil
2. Clean wet/or moist soil (with water)
3. Soil shows suspected chemical contamination
4. Obvious chemical leak exists

TABLE 2

Price Pfister, Inc.

Description of Tanks to be Excavated

Location	Tank No.(1)	Volume (gal)	Current Use	Present or Past Storage History (1-4)
I	1	1200	Yes	Used Lubricating & cutting oil (pale oil)
	2	1200	No (2)	DTE 24 oil
	3	1200	No (2)	DTE 26 oil
	4	1200	No (2)	Linseed oil
II(5)	5	4000	Yes	Pale cutting oil
	6	4000	No (3)	- Pale cutting oil
III	7	1200	No (4)	High sulfur cutting oil (pale oil)

- (1) Please refer to Drawing, Appendix A, in the original Enviropro, Inc. proposal.
- (2) Not in use since 1972.
- (3) Abandoned in 1954.
- (4) Has not been used since early 1970's as reported by Price Pfister, Inc.
- (5) Based on updated information from Price Pfister Engineering, Tank No. 5 was used, where tank No. 6 was abandoned in 1954. (The original proposal stated the opposite: "5 abandoned and 6 used.")

or from the above ground seepage and not from the tanks that were found to be in good condition. Tanks No. 1-4 contained heavy molecular weight oils that have low mobility.

The soil under tank No. 5 was found practically clean.

Tank No. 6 was abandoned in 1954. As mentioned above, leak of residual oil from the bottom of the tank was observed during the tank extraction. It seems that the oil in the tank was contained in it since 1954 due to high resistance of the soil to flow of this high molecular weight cutting oil and/or little hydraulic head. The positive oil analysis may be also due in part to the leakage initiated during the extraction of the tank from the ground. During this excavation, the tank was dragged and dropped in the hole several times.

In view of the excellent condition of tank No. 7, the low soil contamination found at excavation No. 7 could be the result of leaky gravity pipe line or fill pipe overflow.

All the "oil and grease" results of EPA Method #413.2 are close enough to the petroleum hydrocarbons results (EPA #418.1) to be considered identical. The aromatics found with all the petroleum base oil and lubricants are at the parts per billion range, some close to their respective detection limit. The non-chlorinated aromatic species can be attributed to natural impurities present in petroleum products. The residual chlorobenzene found in samples 2, 3 and 8 are most probably residual preservatives used to prevent biodegradation and "fauling" of the cutting oils. These preservatives are added in low concentrations to cutting oils usually.

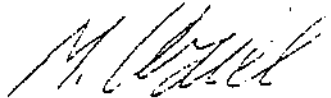
Based on the petroleum origin and large molecular weight of the lubricating and cutting oils, one can assume that the material has low mobility and will degrade in time.

5. Reporting Procedure

According to the guidelines of the L.A. Region W.Q.C.B., this report should be filed with the board by Price Pfister, Inc. along with a transmittal letter signed by "a principal executive officer at the level of vice president or his duly authorized representative, if such representative is responsible for the overall operation of the facility..."

If you have any questions please call Dr. Michael Uziel at
Enviropro Inc., telephone (818) 366-5682.

Very truly yours,



ENVIROPRO INC.

Michael M. Uziel, Ph.D.



Analytical Technologies, Inc.

Corporate Offices 225 W. 30th Street, National City, CA 92050 619-577-0173

I.D. #01-001306

August 24, 1984

*RECEIVED Aug 29, 84
Enviropro Inc
H.U.*

Enviropro
11927 Estrada Lane
Northridge, California 91326

Attention: Mike Uziel

On July 30, 1984 Analytical Technologies, Inc. received eight (8) soil samples for analyses of various constituents.

The samples were analyzed for petroleum hydrocarbons (EPA Method 418.1) and Oil and Grease (EPA Method 413.2). Aromatic hydrocarbons were determined using GC/PID equipped with a purge and trap system (EPA Method 602).

Attached are the analytical results.

Carolyn A. Sites
Carolyn A. Sites
Client Service Specialist

Reviewed by

Mark King
Mark King
Laboratory Supervisor

CAS:dm

Attachments

Enviropro
Received: 7-30-84
Reported: 8-24-84

PETROLEUM HYDROCARBONS ANALYSES

<u>Sample I.D.</u>	<u>Oil & Grease by IR (mg/kg)</u>	<u>Petroleum Hydrocarbons by IR (mg/kg)</u>
#1	<1	<1
#2	2214	2178
#3	862	862
#4	8524	8463
#5	11	8
#6	6561	6566
#7	525	502
#8	18,482	19,308
Spike Recovery	86%	89%

Enviropro
received: 7/31/84
reported: 8/24/84

AROMATIC HYDROCARBONS ANALYSES
(EPA METHOD 602)

Test Parameter	L.O.D. ppb	Sample I.D.							
		#1	#2	#3	#4	#5	#6	#7	#8
Benzene	0.2	<0.2	<0.2	<0.2	<0.2	<0.2	0.7	<0.2	0.5
Chlorobenzene	0.8	<0.8	35.8	<0.8	7.3	<0.8	<0.8	<0.8	4.5
1,2-Dichlorobenzene	0.4	<0.4	<0.4	<0.4	<0.4	<0.4	<0.4	<0.4	<0.4
1,3-Dichlorobenzene	0.4	<0.4	<0.4	<0.4	<0.4	<0.4	<0.4	<0.4	<0.4
1,4-Dichlorobenzene	0.6	<0.6	<0.6	<0.6	<0.6	<0.6	<0.6	<0.6	<0.6
Ethyl Benzene	0.1	0.8	4.8	<0.1	10.3	<0.1	<0.1	<0.1	20.9
Toluene	0.4	6.4	40.3	<0.4	-1.7	<0.4	<0.4	<0.4	3.9

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD—
LOS ANGELES REGION

107 SOUTH BROADWAY, SUITE 4027
LOS ANGELES, CALIFORNIA 90012-4596
213: 620-4460



April 26, 1985

Mr. Rudy Garanchon
Process Engineering Manager
Price Pfister Inc.
13500 Paxton Street
c/o P.O. Box 637
Pacoima, CA 91331-0637

UNDERGROUND TANK LEAK DETECTION PROGRAM -PRICE PFISTER INC.
(File No. 83-8)(I.D.#913311034)

Reference is made to your letter dated September 24, 1984, transmitting the Report on the results of the Leak Detection Program conducted at your Pacoima facility.

The report identified contamination of soils underlying Tank Group I (tanks 2-4) and the adjacent above-ground barrel storage area, and tank #6.

Your proposal to excavate and remove only those soils underlying the above-ground barrel storage area is not sufficient to adequately determine the full extent of the soil contamination existing at the subject site.


You are requested to develop a workplan for with an appropriate time schedule for a total site assessment to determine the vertical and lateral extent of the soil contamination, and a remedial action plan. This report is due by May 24, 1985.

If you have any questions concerning this matter or would like to discuss it further, please call me at (213) 620-5662 or Mr. David Bacharowski at (213) 620-5647.

A handwritten signature in cursive script that reads "Joshua M. Workman".

JOSHUA M. WORKMAN
Senior Water Resource
Control Engineer

DAB:mp



July 31, 1986

California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Suite 4027
Los Angeles, CA 90012-4596

Subject: Underground Tank Leak Detection Program - Price Pfister Inc.
(File No. 83-8) (ID # 913311034)

Attention: Mr. David Bacharowski
Water Resource Control Engineer

Enclosed is Price Pfister's progress report in accordance with the RWQCB guidelines for a total site assessment to determine the vertical and lateral extent of the soil contamination.

The report was prepared by Dr. Michael Uziel of Enviropro, Inc., summarizing the results of exploratory remedial investigation that was performed at three locations of Price Pfister, Inc.'s property. The report includes: site hydrogeology and lithology, results of exploratory borings, analytical results, and drilling logs.

No priority pollutants, solvents or volatile compounds were found in any of the three locations. Site of tank group No. 1 - 4 (Boring B) and site of tank No. 7 (Boring E) showed no contamination, as shown by a complete GC/MS analysis for volatile and semi-volatile compounds.

Site of tank group No. 5 and 6, show a "rapid diminishing of contamination at a depth below 40 ft." The contamination in the 20 ft. to 40 ft. level are lubricating oils with a hydrocarbon distribution C₁₇ - C₃₅. These are large molecular weight petroleum based materials that have low mobility and will biodegrade with time. This location and all its surrounding areas, (building and equipment in very close proximity) are all paved in concrete.

Since July 19, 1984, date of extraction of our seven underground tanks until the present, we have worked with the following companies in an effort to meet the requirements of the RWQCB as follows:

DAVID A. BACHAROWSKI

AUG 7 1986

September 8, 1987

California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Suite 4027
Los Angeles, CA 90012-4596

Subject: Underground Tank Leak Detection Program - Price Pfister, Inc.
(File No. 83-8) (I.D. # 913311034)

Attention: Mr. Ejigu Solomon

This letter is to confirm our telephone conversation of July 21, 1987, regarding Price Pfister's June 25, 1986 progress report and transmittal letter dated July 31, 1986.

*1. 2
2. 3*
You agreed that we can close the investigations on locations of previous tank group No. 1-4 (Boring B) and previous tank No. 7 (Boring E), since priority pollutants were not detected.

In regard to location of previous tank group 5 and 6 (Boring C), where there is rapid diminishing of contamination at a depth below 40 ft., you requested us to install a ground water monitoring well and analyze the sample water for oil contaminants with a hydrocarbon distribution $C_{17} - C_{35}$ to prove that the contaminants are not migrating into the C_{35} water table.

If the above is agreeable to you, we will contact Dr. Michael Uziel of Enviropro, Inc. to proceed with the above agreement.

Please call me at (818) 896-1141 x302 for any questions regarding the above.

Very truly yours



Rudy Garanchon
Process Engineering Manager

RG:ms

cc to: Michael Uziel
Enviropro Inc.

LOS ANGELES REGION
RECORDED
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2000-11-02



Environmental and Water Quality Control

Mr. Ejigu Solomon
California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Suite 4027
Los Angeles, CA 90012

March 29, 1988
Project No. 11407
Agency File No. 83-8

Subject: PRICE PFISTER, INC.
PROPOSAL FOR GROUND WATER SAMPLING

Dear Mr. Solomon:

This proposal is in response to your request for Price Pfister, Inc. to install a ground water monitoring well, collect a water sample and analyze this sample for oil contaminants with a hydrocarbon distribution of C₁₇-C₃₅. This request was detailed in the September 8, 1987 letter (copy enclosed) from Price Pfister, Inc. located at 13500 Paxton Street, Pacoima, California, to the California Regional Water Quality Control Board-Los Angeles Region (the Board). The water sample will be collected at Boring C (see Drawing 1).

As described in the "Progress Report" of June 25, 1986 (see Page 2 and the boring logs in Appendix A), the upper formation at Boring C is poorly sorted sand, gravel pebbles and boulders, while below the 40' depth it was mostly gravel pebbles with some sand. The ground water level is approximately at the 50 foot depth.

Because the unconsolidated formation would cause Boring C to collapse, it was necessary to advance a non-perforated steel casing, along with the air rotary drill to establish the boring. This steel casing is currently in the ground to 60 foot depth.

The usual prescribed method of drilling a boring and establishing a ground water monitoring well cannot be employed in this situation. Enviropro, Inc. proposes two alternative methods for obtaining the water sample. Each alternative would be consistent with the lithology at Boring C.

Alternative A

The bottom end of the steel casing is at least 10 feet below ground water level. Currently, this casing has no bottom cap that would prevent infiltration of the ground water into the

casing. Therefore, it is expected that there are several feet of standing water within the casing. After development by pumping until pH, conductivity and temperature have stabilized, the water remaining in the casing should be representative of the ground water in the surrounding formation, regarding the presence of any contaminants.

Under this alternative, Enviropro, Inc. proposes that a ground water sample be obtained directly from this water which should be relatively free of settleable solids.

Alternative B ✓ with 7DS analysis. *discovery* *test* *sample*

Under this alternative, Enviropro, Inc. proposes the following scope of work:

1. The bottom of the steel casing will be plugged with concrete to close off the end.
2. About 10 feet of the steel casing will be perforated in place using a down-hole perforator. The perforation size will be approximately 5/32 inches.
3. A protective well-head cover rated for heavy traffic will be installed.
4. The ground water monitoring well will be developed by pumping until pH, conductivity, and temperature have stabilized. After development, the water should be relatively free of settleable solids.

Collection of Ground Water Sample

For either alternative, the sample will be collected according to EPA procedures and stored in a special 40 ml volatile organic compound (VOC) vial with a Teflon septum. A duplicate water sample will be collected in a clean glass bottle with air-tight cap for permanent storage at Enviropro, Inc. Water samples will be shipped with regular ice, not dry ice.

Chain-of-Custody and Chemical Analysis

Chain-of-Custody documentation will be maintained from the time of sampling through delivery to the analytical laboratory.

Chemical analysis will be performed by a state-certified laboratory. The proposed chemical analysis method is EPA Method 8015 Modified.

Mr. Ejigu Solomon
March 29, 1988
Page 3 of 3

Final Report

A final report will be submitted to the Board containing the investigative procedures, chemical analysis results, discussion of the results, conclusions and recommendations, and all supporting documentation.


The report will be reviewed and approved by a California Registered Civil Engineer.

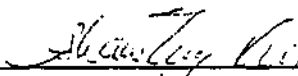
It is the opinion of Enviropro, Inc. that implementation of either alternative would result in a valid ground water sample which accurately reflects the level of contaminants, if any, in the ground water. We request that the Board recommends the alternative most agreeable to its hydrogeologists; immediately thereafter this alternative will be implemented.


If you have any questions regarding this proposal, please contact Mr. Stephen Berger or Dr. Michael Uziel at (818) 998-7197.

Very truly yours,

ENVIROPRO, INC.

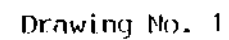

Stephen Berger, P.E., RCE #40520
Project Engineer


Shaw F. Lin, M.S.
Project Manager


Michael M. Uziel, Ph.D.
President

MMU/SFL/SB/elh

cc: Mr. Rudy Garanchon, Price Pfister, Inc.
Mr. Steve Boldvich, Price Pfister, Inc.





Mr. Ejigu Solomon
California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Suite 4027
Los Angeles, CA 90012

May 24, 1988
Project No. 11407
Agency File No. 83-8

Subject: PRICE PFISTER, INC. PROPOSAL
FOR GROUND WATER SAMPLING

Dear Mr. Solomon:

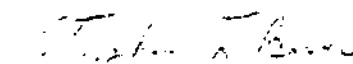
This letter is to confirm details of the May 3, 1988 conversation between you and Mr. Stephen Berger of Enviropro, Inc. concerning the ground water sampling proposed for Well C at Price Pfister Inc., located at 13500 Paxton Street, Pacoima, California.

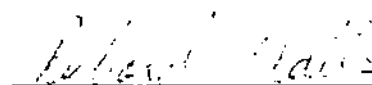
As you indicated in that conversation, you have approved of Alternative B, detailed in our March 29, 1988 letter, as the preferred method for collecting the required ground water sample. Also, you require that a total dissolved solids analysis be performed on the sample, in addition to the EPA Method 8015 analysis. Enviropro, Inc. will implement these additional requirements.

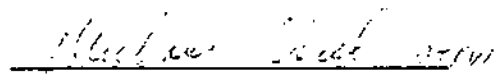
Prior notice will be given to you before implementation of the perforation and sampling phases of the work. If you have any questions concerning this letter, please contact either of the undersigned at (818) 998-7197.

Very truly yours,

ENVIROPRO, INC.


Stephen Berger, P.E.
Project Engineer


Richard Walls, P.E.
Project Manager


Michael M. Uziel, Ph.D.
President

MMU/SB/RW/elh

cc: Mr. Rudy Garanchon, Price Pfister, Inc.
Mr. Steve Boldvich, Price Pfister, Inc.

September 24, 1984

California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Suite 4027
Los Angeles, CA 90012-4596

Subject: Final Report on Price Pfister Inc. - Underground Tank
Leak Detection Program (ID #913311034) (File No. 83-8).

Attention: Mr. Joshua M. Workman
Senior Water Resource Control Engineer

Gentlemen:

Enclosed is Price Pfister's "final report", in accordance with the RWQCB guidelines for underground tank leak detection program.

The report was prepared by Mr. Michael Uziel of Enviropro, Inc., and includes: sample collection procedures, laboratory procedures and analytical results, and discussion of the results as related to the state RWQCB requirements.

This final report is for the same seven tanks for which we voluntarily filled up questionnaires on September, 1983, and for which we submitted our Underground Tank Leak Detection Program on March, 1984, in which we finally elected to remove from the ground these tanks. The soil samples were analyzed exhaustively for hydrocarbons and purgeable aromatics, using the EPA analytical procedures of Infrared Spectrophotometry and Gas Chromatography.

As you know we have retained Michael Uziel, PhD., of Enviropro, Inc. as a consultant to help us meet the requirements of the Regional Water Quality Board, Los Angeles Region.

We have removed all our underground storage tanks and installed a new 4000 gallon above ground tank with spill containment capability. Inspection of the removed tanks showed them to be in good condition, except for Tank No. 6 which showed a small visible leak, which we feel could have been caused by the extraction wherein the tank was dragged and dropped several times. This tank was abandoned and has not been used since 1954.

10-14
10-14
10-14

The substances stored in these tanks (pale cutting oil, lubricating oils, and linseed oil) are not hazardous substances. They are large molecular weight petroleum based materials (except for linseed oil which is a food additive) that has low mobility and will bio-degrade with time.

Our area ground water is relatively deep at approximately 110 feet. The tank areas and the surrounding areas are all paved with concrete.

The only soil contamination was found in sample No. 8, ^{NC} which was taken above the tanks, about midway between the top of the tanks and the surface pavement, directly beneath our drums rack storage area. The analytical results confirm that this is due to surface seepage from above ground. We are recommending that we clean up the upper soil layer of this drums rack area, replace the asphalt ground cover with concrete which is impervious to oil, and install a spill containment capability around our drums rack area.

As a result, we are submitting the attached final report on the basis that we have removed the threat on our area ground water resource, and the imminent hazard of tank leakage in the future.

Based on the above and the attached final report, we believe that we are now meeting the minimum requirements of the RWQCB guidelines. We trust that this will enable you to reach the reasonable conclusion that we are now meeting your requirements. Should you desire any additional information, we will be glad to meet with you and discuss the above at your convenience.

Very truly yours,

PRICE PFISTER, INC.


Gene Johnson
Plant Manager



State
of
California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

DEC 27 1979



March Fong Eu

Secretary of State

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When filed/recorded,
return to

R. James Shaffer
One Golden Shore
Long Beach, California 90802

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

DEC 27 1979

MARCH FONG EU, Secretary of State

By BILL HOLDEN
Deputy

NORRIS INDUSTRIES, INC.
CERTIFICATE OF OWNERSHIP
TO BE EFFECTIVE DECEMBER 31, 1979

Hugh J. Shumaker and J. C. Reppert certify that:

1. They are respectively the duly elected, and acting Executive Vice President - Finance & Administration and the Secretary of Norris Industries, Inc., a California corporation ("this corporation").
2. This corporation is the parent corporation of Price-Pfister Brass Mfg. Co., a California corporation ("subsidiary").
3. This corporation owns one hundred percent of each class of the outstanding shares of the subsidiary.
4. The board of directors of this corporation has duly adopted the following resolution:

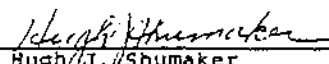
"RESOLVED, that this corporation merge Price-Pfister Brass Mfg. Co., its wholly-owned subsidiary, into itself and assume all of Price-Pfister Brass Mfg. Co.'s liabilities pursuant to Section 1110 of the Corporations Code of the State of California;

RESOLVED FURTHER, that the officers of this corporation be and each of them hereby is authorized and directed to take all such further action and to execute and deliver any and all documents as the officers acting shall determine to be necessary, such determination to be conclusively evidenced by their action.

RESOLVED FURTHER, that the aforesaid merger shall be made effective on or before December 31, 1979."

5. This merger shall be effective on December 31, 1979.

IN WITNESS WHEREOF, the undersigned have executed this certificate on December 5, 1979.


Hugh J. Shumaker
Executive Vice President -
Finance & Administration

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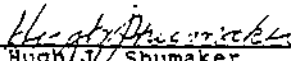
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VERIFICATION

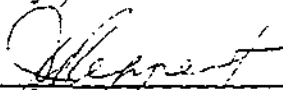
State of California)
) ss.
County of Los Angeles)

Hugh J. Shumaker and J. C. Reppert being first duly sworn, each for himself, deposes and says that: Hugh J. Shumaker is the Executive Vice President-Finance & Administration of Norris Industries, Inc., a California corporation and J. C. Reppert is the Secretary of Norris Industries, Inc., a California corporation, the matters set forth above are true as of his own knowledge; and the signature purporting to be the signature of Hugh J. Shumaker and J. C. Reppert above are respectively their genuine signature.



Hugh J. Shumaker

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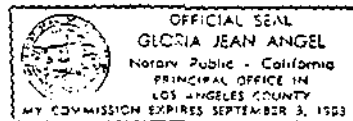


J. C. Reppert

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Subscribed and sworn to before me on December 5, 1979.

Notary Public of the
State of California



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State
of
DELAWARE

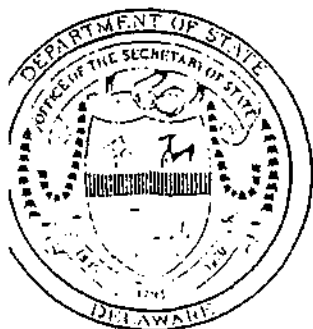


Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Ownership
filed in this office on January 31, 1983.

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Glenn C. Kenton

Glenn C. Kenton, Secretary of State

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BY: _____

DATE: January 31, 1983

Norris-NI Industries, Inc.

CERTIFICATE OF OWNERSHIP AND MERGER

(Pursuant to Section 253 of the General Corporation Law of the State of Delaware)

Norris-NI Industries, Inc., a corporation incorporated on the 10th day of July, 1981, pursuant to the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY THAT, this corporation owns 100% of the capital stock of NI Industries, Inc., a corporation incorporated on the 4th day of October, 1982, pursuant to the General Corporation Law of the State of Delaware, and that this corporation, by a resolution of its board of directors duly adopted at a meeting held on the 27th day of January, 1983, determined to merge into itself said NI Industries, Inc. and change its name to NI Industries, Inc., which resolution reads as follows:

RESOLVED, that this corporation, pursuant to Section 253 of Delaware Corporation Law, merge into itself and assume all of the obligations of NI Industries, Inc., its wholly owned subsidiary incorporated in the State of Delaware;

FURTHER RESOLVED, that pursuant to Section 253(b) of the Delaware Corporation Law, upon the merger of NI Industries, Inc. into this corporation being effective, the name of this corporation shall be changed to "NI Industries, Inc.";

FURTHER RESOLVED, that the aforesaid merger shall be effective upon filing a certificate of ownership and merger with the Delaware Secretary of State;

AND BE IT FURTHER RESOLVED, that the president or any vice president and attested by the secretary is authorized to sign any certificate or other document to be filed with any governmental authority and that the officers of the corporation be and each of them is hereby authorized to

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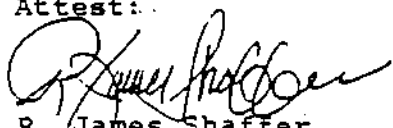
take all such further and other action and to execute and deliver any and all documents as such officer acting shall determine to be necessary, such determination to be conclusively evidenced by his action.

IN WITNESS WHEREOF, said Norris-NI Industries, Inc. has caused its corporate seal to be affixed to this certificate to be signed by H.J. Meany, its president and attested by R. James Shaffer, its secretary, this 27th day of January, 1983.

(CORPORATE SEAL)


H. J. Meany
President

Attest:


R. James Shaffer
Secretary

TO (948 CA 18-741)
(Corporation)



STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SS.

On JAN 27 1983

before me, the undersigned, a Notary Public in and for said

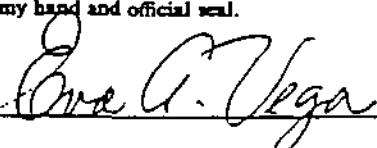
State, personally appeared H.J. Meany

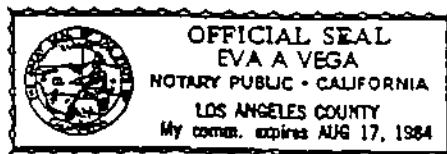
known to me to be the President, and R. James Shaffer

known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

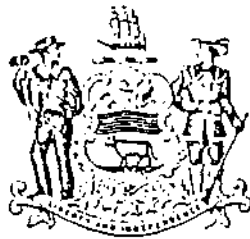
WITNESS my hand and official seal.

Signature





(This area for official notarial seal)

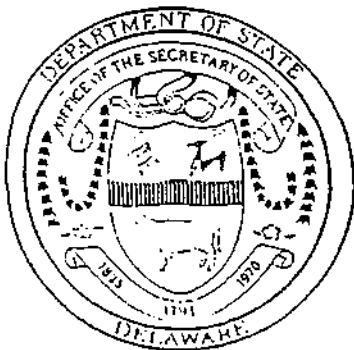


State of DELAWARE



Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Incorporation _____
filed in this office on _____ May 18, 1983 _____.



A handwritten signature of Glenn C. Kenton.

Glenn C. Kenton, Secretary of State

BY: _____

DATE: _____ May 18, 1983 _____

CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, NI INDUSTRIES, INC.

1. The name of the corporation is:

PRICE PFISTER, NI INDUSTRIES, INC.

2. The address of its registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is ten thousand (10,000) and the par value of each such share is ten cents (\$.10) amounting in the aggregate to one thousand dollars (\$1,000).


5. The name and mailing address of the incorporator is:

R. James Shaffer
NI Industries, Inc.
ONE Golden Shore
Long Beach, CA 90802

6. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the bylaws of the corporation.

7. Election of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 17th day of May 1983


R. James Shaffer
Incorporator

STOCK SUBSCRIPTION AGREEMENT
AND
OPERATING AGREEMENT

This Agreement made on June 24, 1983 is entered into by and between NI Industries, Inc., a Delaware corporation, with its offices at One Golden Shore, Long Beach, California ("NI") and Price Pfister, NI Industries, Inc., a Delaware corporation, with its offices at 13500 Paxton Street, Pacoima, California 91331 ("PPF").

WITNESSETH:

In consideration of the above premises and the mutual promises made herein, it is agreed by and between NI and PPF as follows:

1. Issuance of Shares. PPF shall issue to NI nine thousand (9000) shares ("Shares") of its common stock, \$.10 par value, which shall be at the time of issuance all of the outstanding shares of PPF.

2. Consideration for the Shares. The consideration for the Shares is:

(a) all tangible and intangible personal property, except for cash, of the Price Pfister Division of NI ("Division") owned by NI in connection with its business of designing, manufacturing and selling plumbing valves, faucets, showerheads, waste and overflows, and spare parts thereof, marketed under the names Price Pfister or Bedford Brass, the current models of which are shown in Price Pfister Full-Time Quick Reference Catalog No. QR782, "Products", with its principal facility located at 13500 Paxton Street, Pacoima, California, including but not limited to the following:

- i) all of the rights of NI in leases of real property commonly known as: 5954 Maywood Avenue, Huntington Park, California; 12457 Gladstone, Unit G, Sylmar, California; 4269 West 42nd Place, Chicago, Illinois; 9008 Governors Row, Dallas, Texas; and 623 Dowd Avenue, Elizabeth, New Jersey;
- ii) all of the rights of NI in leases of personal property consisting of various items of material handling equipment, copy machines, burglar alarm systems, data processing equipment, and licensed motor vehicles;
- iii) all machinery, equipment, tooling, jigs, dies, fixtures and all other manufacturing aids that may be used from time to time for the manufacture of the Products;

- iv) all raw materials and work-in-process in respect to the Products and all inventories of Products in the form of finished goods;
- v) all furniture, office equipment, office fixtures and data processing equipment;
- vi) all consumable items of supplies for the factory, offices and otherwise;
- vii) all spare parts in respect to the aforesaid;
- viii) all drawings, specifications, design layouts, manufacturing flow charts, inspection instructions, computer programs and any other item of documentation respecting the design, manufacture and inspection of the Products;
- ix) all patents, trademarks, service marks, copyrights, applications for the aforesaid, technology, know-how, processes, and all right, title and interest in any other common law rights in intellectual property;
- x) all customer lists, books of account and business records appertaining to the business of the Division;
- xi) all accounts receivable, notes receivable and other amounts owing from the sale of Products, including trade allowances and reserve for bad debts (except for the aforesaid as written off by NI, cash, negotiable instruments and bills of exchange, due and payable to NI held by or in collection by or on behalf of the Division or any such receivables that have been written off by NI);
- xii) all contracts with customers in respect to the sale of Products;
- xiii) all contracts for the purchase of personal property, improvements to real and/or personal property and services to the extent that any of them can be assigned to PPF; and
- xiv) all motor vehicles; and,

(b) one Skin Packaging Machine 18 x 24 and one Cadet Plastic Packaging Machine.

(All of the aforesaid collectively or in the singular, the "Assets"). The transfer of the Assets shall be evidenced by a bill of sale which is being delivered concurrently herewith subject to the obligations assumed by PPF as set forth in Section 3 below.

3. Obligations to be Assumed. The Assets shall be transferred to PPF subject to the following, as of the time of the issuance of the Shares to NI, which shall be assumed by PPF:

a) all obligations of NI in respect to any leasehold interests as set forth in Sections 2.(a)i) and 2.(a)ii) above, and in fact transferred to PPF as contemplated by Section 6.(g); and,

b) all accounts payable and other current obligations accrued on the books of the Division (except for any incentive compensation).

4. NI's Warranties: NI hereby represents and warrants to PPF as follows:

a) Validity of this Agreement. This Agreement, pursuant to its provisions, is a valid and binding agreement of NI, except (a) as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

b) Title to Certain Assets. NI has or can obtain good and marketable title to all the Assets except for registered patents and trademarks, applications therefor, and trade names, which are not intended to be dealt with in this subsection (b), and the conveyances delivered pursuant hereto will cause good and marketable title to all such Assets to PPF at the time of conveyance thereof to PPF, and none is subject to any mortgage, pledge, lien, security interest, encumbrance, claim, charge or interest of any kind except (a) mechanic's liens and such other statutory liens; (b) liens that do not materially detract from or materially interfere with the present use of the Assets or otherwise materially impair the present business operations of the Division; (c) liens arising in the ordinary course of business and consistent with past practice; and (d) liens for taxes not yet delinquent or the validity of which are being contested in good faith by appropriate actions.

c) Patents, Trademarks, Trade Names. NI owns or has the right to own the registrations for all patents and trademarks; technology; know-how; and processes which NI purports to own in respect to the conduct of the business of the Division as now being conducted and all are included in the Assets. No claims have been asserted in any court or before any administrative body by any person to the use of any such patents, trademarks, technology, know-how or processes, and NI does not know of any valid basis for any such claim, and the use of such patents, trademarks, technology, know-how or processes by NI does not infringe on the rights of any person.

d) Disclaimer of Certain Warranties by NI. NI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY: THAT ANY ITEM OF THE ASSETS IS FIT FOR ITS INTENDED PURPOSE, IS MERCHANTABLE, OR COMPLIES WITH ANY APPLICABLE FEDERAL OR STATE LAW PERTAINING TO OCCUPATIONAL HEALTH AND SAFETY; THAT THERE ARE NO OBSOLETE ITEMS; OR THAT ANY ASSET IN THE FORM OF A DOCUMENT, BOOK OR RECORD CONTAINS INFORMATION THAT IS CORRECT, CURRENT AND/OR COMPLETE.

5. PPF's Warranties: PPF hereby represents and warrants to NI that this Agreement, pursuant to its provisions, is a valid and binding agreement of PPF, except (a) as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

6. After the issuance of the Shares:

a) Workforce for PPF. So long as all of the outstanding shares of PPF are owned by NI, NI shall provide to PPF the services of employees of NI to operate the business of the Division. NI shall pay all wages, salaries and employee benefits as they become due and owing by reason of the employment of such persons by NI. PPF shall pay to NI 110% of all amounts actually paid and/or accrued by NI in respect to its employment of the aforesaid persons within one working day after receipt of NI's invoice. While any employees of NI are in the service of PPF, PPF is hereby appointed as the agent of NI to administer the existing labor agreement and to discharge, hire, promote, demote, assign work, supervise, discipline and otherwise administer such persons as if PPF were the employer of such persons; except that, PPF may not enter into any agreement to or raise the wages and/or salary of any employee of NI without the written consent of NI, and PPF shall forthwith notify NI of any discharge, hiring, disability or retirement. NI shall comply with all laws and agreements applicable to workers' compensation, taxes/assessments by reason of employment, and employee benefits. PPF shall in respect to its use of the services of NI employees as aforesaid, observe all applicable laws, governmental regulations, collective bargaining agreements and personnel policies of NI as from time-to-time promulgated to PPF by NI.

b) Insurance. NI shall, for so long as it owns all of the outstanding shares of PPF, cause to be included in NI's insurance coverage the Assets and all additions thereto to the same extent and in the same manner that NI insures its property of the same character as the Assets at 110% of that part of the premium for such insurance as is charged to NI.

c) Proration of Utilities. All utilities and other services shall be prorated as of the date of the issuance of the Stock.

d) No Use of Name. PPF shall not use NI's name or the name "Norris" in the conduct of its business.

e) NI's Lien. NI shall for as long as it owns all of the outstanding Shares of PPF, have a lien on any monies, bills of exchange or evidence of indebtedness in favor of PPF that may come into the possession of NI as security for the performance by PPF of its obligations as set forth in this Section 6.

f) Assigned Leases. PPF shall faithfully perform all obligations of the lessee as set forth in any lease described above which is assigned to PPF as a part of the Assets.

g) Non-Assignable Leases. As to any lease described above, if the lessor will not, pursuant to the provisions of that lease, recognize PPF as the assignee of NI, NI shall if requested by PPF and as so long as not objected to by the lessor, sublet the property subject to the same conditions of the lease between NI and its lessor and PPF shall faithfully perform all of the obligations of the lessee pursuant to any such lease for the benefit of NI as if NI were the lessor under the lease. NI shall not be obligated to renew or extend the term of any lease where it is the sublessor as described above.

h) Product Liability Claims. NI shall indemnify and save harmless PPF from all judgments, settlements, court costs and reasonable attorney's fees arising out of any occurrence whereby a Product manufactured by NI was the proximate cause of death, personal injury and/or property damage. PPF shall indemnify and save harmless NI from all judgments, settlements, court costs and reasonable attorney's fees arising out of any occurrence whereby a Product manufactured by PPF was the proximate cause of death, personal injury and/or property damage. NI and PPF shall each notify the other forthwith of any claim or suit for which it seeks or may seek to be indemnified and held harmless by the other.

i) Warranty Claims. PPF shall after the issuance of the Shares honor all valid claims that any Product manufactured by the Division while owned by NI or any predecessor in interest to NI, breaches any express or implied warranty made in respect to any such Product. PPF shall have the authority to pay and/or settle any such claims and shall indemnify and save harmless NI from any such warranty claims.

j) Lease of Real Property. Concurrently herewith, NI shall lease certain real property to PPF as described in and pursuant to the provisions of those leases as set forth in Exhibit "A" attached to this Agreement, which are incorporated herein by reference.

.. k) Receivable and Payables. NI shall . r so long as it owns all the outstanding shares of PPF, collect the accounts receivable of PPF and cause to be paid all amounts due and owing by PPF and PPF hereby appoints NI and its employees as its agents and representatives to carryout the foregoing.

l) Bulk Sales Law. PPF and NI waive the provisions of any state's bulk sales law except for that of California which may be applicable to the transfer of the assets to PPF by NI pursuant to this Agreement and PPF shall indemnify and save harmless NI in respect to any creditor subject to the California Bulk Sales Law from any and all claims and/or suits where it is alleged that a creditor of the Price Pfister Division of NI in respect to any of the Assets has not been paid in accordance with any contract pursuant to which any such Asset was acquired by NI for its Price Pfister Division or its predecessor in interest.

m) Books and Records. PPF shall preserve all books and records of the Division. PPF shall, until such time as it is released by NI, maintain adequate and correct books and records of account in connection with its business operations from and after issuance of the Shares. NI and its representatives shall during normal working hours have the right to inspect and copy any such books and records. PPF shall not destroy or otherwise dispose of any such books and records without first giving thirty days prior notice to NI, during which time NI may at its sole expense remove any such books and records from PPF's possession and NI may in respect to any such books and records taken by it thereafter without notice to PPF destroy or otherwise dispose of them. NI and its representatives shall, during normal working hours, have the right to inspect and inventory all physical properties of PPF, including but not limited to inventories of all raw materials, work-in-process and finished goods.

n) Compliance with Cal Tube Agreement.

- a) PPF shall perform the obligations of the Seller pursuant to the provisions of Section 9.6 of the Agreement of Purchase and Sale dated as of June 5, 1983, by and between California Tubular Products Company, a California General Partnership and NI Industries, Inc. ("CalTube Agreement").
- b) Until such time as California Tubular Products Company obtains separate phone service, PPF shall, pursuant to Section 16.27c. of Exhibit "C" to the Cal Tube Agreement, provide centralized phone service to California Tubular Products Company and pro-rate and invoice California Tubular Products Company for its share as provided in Section 16.27(b) thereof.

- o) Sales/Use Tax Indemnification. NI shall have assumed an obligation to pay sales tax of \$80,082 by reason of the transfer of Assets to PPF and assumption of obligations by PPF in consideration of the issuance of the Shares to NI. PPF shall pay immediately all claims and obligations for any sales/use tax or penalties, and/or interest that are collectable from NI as determined by the taxing authority, which taxes NI should have by law collected from PPF in excess of the aforesaid \$80,082 of sales tax by reason of the transfer of Assets to PPF and the assumption of obligations by PPF pursuant to this Agreement for which sales/use tax is not paid when due and owing.

The breach of any promise or the failure of any condition as set forth in this Section 6 shall not be deemed a breach of the entire Agreement and each party hereby waives any rights or causes of action that it may have for rescission of the issuance of the Shares by reason of a breach of any promise or the failure of any condition as set forth in this Section 6.

7. Waiver. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision and that party may thereafter enforce each and every provision of this Agreement.

8. Notices. Any notice, approval or other communication required by any provision of this Agreement shall be in writing and effective only when received by the party to whom it is directed at its respective address as follows:

PPF: Price Pfister, NI Industries, Inc.
13500 Paxton Street
Pacoima, California 91331
Attn: The President

NI NI Industries, Inc.
One Golden Shore
Long Beach, California 90802
Attn: The President

Notwithstanding anything contained herein to the contrary, either party may by ten (10) days' prior written notice to the other pursuant to the provisions of this Section, change the address at which written notices must be given.

9. Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of California, and if any part of this Agreement is held to be contrary to any said law, this Agreement shall be deemed to have been modified accordingly, and as so modified this Agreement shall remain in full force and effect.

104. Successors. This Agreement shall be binding upon the respective parties' successors in interest and assigns. Notwithstanding the assignment of any rights or the delegation of duties to a party to this Agreement, such original party shall remain obligated for the performance of its duties as set forth herein unless there is an amendment to this Agreement whereby such party is expressly released from any such obligation.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and this Agreement supersedes and cancels any prior written or oral, expressed or implied understandings relating to the subject matter hereof. This Agreement can be amended only by a writing signed on behalf of each of the parties hereto.

12. Singular and Plural. As used herein, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

13. Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, or affect the construction of any provisions of this Agreement.

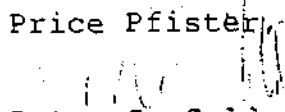
14. Time: Time is of the essence.

ATTEST:

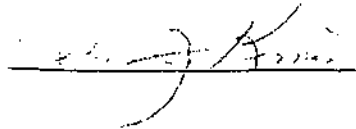


AGREED:

Price Pfister, NI Industries, Inc.


Peter S. Gold
President

ATTEST:



NI Industries, Inc.

A. R. Quinn
Vice President & Treasurer

AGREEMENT OF
PURCHASE AND SALE

This Agreement, dated June 27, 1983, is made by and between NI Industries, Inc., a Delaware corporation, ("NI"); Price Pfister, NI Industries, Inc., a Delaware corporation ("PPF"); and, The PPC Venture, a California joint venture, comprised of: Peter S. Gold; Sydney M. Irmes; David P. Rousso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmes, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmes 1983 Trust and David P. Rousso 1983 Trust ("Buyer").

WITNESSETH:

WHEREAS, NI owns all of the outstanding shares of PPF, which operates a business of designing, manufacturing and selling plumbing valves, faucets, shower heads, waste and overflow and spare parts thereof marketed under the names Price Pfister or Bedford Brass with its principal facility located at 13500 Paxton Street, Pacoima, California, commonly known as Price Pfister;

WHEREAS, PPF owns the personal property (except for cash) required by it to operate its business and rents from NI certain real property and all persons necessary to operate its business;

WHEREAS, the Buyer is desirous of purchasing all the outstanding stock of PPF and the real property leased by NI to PPF;

WHEREAS, NI is desirous of selling to the Buyer all of the outstanding stock of PPF and the real property leased by NI to PPF;

AND NOW WHEREFORE, in consideration of the above premises, the mutual promises made herein and other things of value, receipt of which is hereby acknowledged, it is agreed by and between the Buyer, NI and PPF as follows:

ARTICLE I

THE PURCHASE AND SALE

1.0 Stock and Real Property to be Bought and Sold. The Buyer shall purchase from NI and NI shall sell to the Buyer the following:

- a. all of the outstanding stock of PPF, 9000 shares, ("Stock"); and
- b. the real property as described in Exhibit "A" attached to this Agreement, subject to all matters of record

and the lease, dated as of June 24, 1983, of it by NI to PPF (the "Real Property").

(All of the aforesaid collectively or in the singular, the "subsidiary").

ARTICLE II

PURCHASE PRICE

2.1 Purchase Price. The purchase price of the Subsidiary is \$34,728,064, ("Unadjusted Purchase Price") subject to adjustment pursuant to Section 2.3, (the "Purchase Price") and the Purchase Price shall be subject to further adjustment pursuant to Sections 2.4, 2.5 and/or 2.7 below.

2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

- a. Cash at the "Closing" of \$28,100,000 (the "Down Payment"), of which: (i) \$24,100,000 Million will be provided to Buyer by Wells Fargo Bank who will receive a first lien on any or all of the assets of the Subsidiary, provided, however, that the first liens on the Real Property shall not in the aggregate exceed \$13.0 Million of borrowings by the Buyer, and (ii) \$4 Million will be provided by Buyer. The difference between the Down Payment and the Unadjusted Purchase Price of \$34,728,064 shall be represented by a "Note" and a "Gap Note", as provided for in clause b. next below.
- b. The remainder, all of which is attributable to the payment of the balance of the purchase price of the Stock, shall be paid pursuant to a note(s) as follows:

The first \$7 Million shall be evidenced by Buyer's promissory note in favor of NI in the form of Exhibit "D" with all blanks properly filled in (the "Note"), secured by liens on the Real Property junior to the lien(s) securing the loans in the aggregate principal amount of \$13.0 Million described in clause (i) of sub-section 2.2a above. The Note shall be payable as follows: (i) non-interest bearing and no principal payments for years 1-3; (ii) interest only at 10% for years 4-6; (iii) equal monthly installments of principal and interest at 10% using a 15-year amortization, for years 7-9; (iv) equal monthly installments of principal outstanding at the beginning of year 10 and interest at 12%, using a 15-year amortization, for years 10-12; (v) all unpaid interest and principal due at the end of the 12th year; (vi) if, however, net cash flow from operations after deduction of reasonable expenses and less reasonable cash reserves for operations is inadequate to make

any payment of principal or interest then due and owing on the Note, payment of principal and interest may be deferred until cash flow permits or payment of the balance of the Note is due; then however, NI shall have the power to limit remuneration and such other expenses as NI deems necessary for the conduct of the business at that time to assure payment of the Note.

NI will accept a note in the form of Exhibit "E" with all blanks properly filled in (the "Gap Note") for a principal amount not to exceed \$4 Million. In any event, the Buyer shall at the Closing deliver a Gap Note with a principal balance of \$10,000, if a Gap Note with a principal balance of \$10,000 would have not otherwise been required and in such event the principal balance of the Note shall be reduced accordingly. The Gap Note shall have a three year term, bear the same interest as Wells Fargo Bank's loan to the Buyer on the Real Property, and can not have an excess repayment of principal without the consent of Wells Fargo Bank. The Gap Note shall provide that if net cash flow from operations after deduction of reasonable expenses and less reasonable cash reserves for operations is inadequate to make payment on the Gap Note, deferment of principal and interest will be provided for pursuant to the same provisions governing deferral of payments against the Note as set forth above.

- c. Wells Fargo Bank shall prior to the Closing establish release prices, subject to approval of NI, for each piece of Real Property. Upon sale of any Real Property, any cash received at any time over and above the release price payable to Wells Fargo for that parcel of real property sold shall be paid to NI as payment on the Gap Note and the Note, in that order.
- d. If any one or more of the joint venturers making up the Buyer sells all or a portion of its interest other than to an employee of PPF or an original investor who provided or is obligated to provide a part of the Unadjusted Purchase Price in an aggregate amount in excess of 15% of the Unadjusted Purchase Price, the unpaid principal of the notes, in order of the Gap Note and then the Note, shall be paid down by the Buyer in an amount equal to the net amount received by such person or entity named above as a joint venturer in the Buyer for its interest as aforesaid; except that the Buyer may dispose of up to 25% of its equity in PPF in a refinancing of not more than the then outstanding principal balance due on the \$4 Million borrowed

from City National Bank, the actual equity disposed of may not exceed a pro rata portion of the 25% by the ratio of the amount of refinancing to \$4 Million. Upon the death of Peter S. Gold, Sydney M. Irmes and/or David P. Rousso, any shares or other equity interest in PPF respectively owned by them may be sold.

2.3 Adjusting the Unadjusted Purchase Price. The difference, if any, between the Unadjusted Purchase Price and the amount equal to the difference in the net worth (net worth being the difference between the aggregate book and appraisal balance sheet values of the assets and liabilities of PPF transferred to it by NI in consideration for the Stock) as of May 25, 1983 and June 27, 1983 shall be added or subtracted to/from the Unadjusted Purchase Price.

The book and appraisal balance sheet values shall be determined as follows:

- a. Working capital accounts are to be calculated in the same manner as that included in the December 31, 1982 appraisal and book value balance sheet attached to this Agreement as Exhibit "B", with no added accruals or reserve accounts and no change in standard costs utilized for inventory valuations.
- b. Fixed assets to be that amount as shown in Exhibit "B", plus additions at cost from December 31, 1982 to the Closing Date, less sale and/or transfer of fixed assets as shown in Exhibit "B" at such value net of depreciation at that date, less depreciation from December 31, 1982 to the Closing calculated in the manner utilized in preparation of Exhibit "B".
- c. Other assets to be valued in the same manner as in Exhibit "B".

Forthwith upon any adjustment to the Unadjusted Purchase Price provided for above: the Buyer shall if any adjustment to the Unadjusted Purchase Price exceeds the Unadjusted Purchase Price, deliver to NI, as the case may be, a duly executed additional Note and/or Gap Note in the aggregate principal amount of the difference between the Unadjusted Purchase Price and the Purchase Price, dated on the Closing Date; or, NI shall if the Unadjusted Purchase Price exceeds the Purchase Price, credit the principal balances of Note and/or Gap Note in an aggregate amount equal to such difference with the Gap Note to be credited first with any remainder to be credited to the Note. If, however, as of the Closing Date NI should by reason of the operation of PPF from June 24, 1983 through the Closing Date and irrespective of whether PPF was profitable during any such period, have an account payable

to PPF, such monies shall be paid to PPF in exchange for the Buyer's payment of a like amount in cash to NI. The amount of the aforesaid cash item shall be deductible from any adjustment as aforesaid to the principal balance of as the case may be to the Note and/or Gap Note.

2.4 Adjustment of Purchase Price, NI Calculated Net Tax Capital Loss. The Purchase Price shall be adjusted by an amount equal to 27% of any net tax capital loss arising from the transaction described in this Agreement. Forthwith upon notice to the Buyer by NI of any net tax capital loss, along with a report provided by Deloitte Haskins & Sells stating that the tax basis of the assets (on which the net tax capital loss was calculated by NI) was reported in or otherwise included in NI's federal tax return for 1982 as adjusted for 1983 transactions is greater than the tax basis of the assets when transferred by NI to PPF in exchange for the Stock, then the Buyer shall deliver to NI, as the case may be, a duly executed additional Note and/or Gap Note in the aggregate principal amount equal to 27% of such calculated net tax capital loss, dated as of the Closing date.

2.5 Adjustment of Purchase Price, Resolution of Claim by any Taxing Authority. The Purchase Price, as adjusted pursuant to Section 2.4, shall be further adjusted by an amount equal to 27% of any change to the net tax capital loss that may from time-to-time be claimed by an "Authority" as computed pursuant to Section 2.4 above as the result of a ruling of the Appeals Office of the Internal Revenue Service (or its successor office) and/or the first level of administrative appeal of any other taxing authority ("Authority"). Forthwith upon notice to the Buyer by NI of any adjustment claimed by an Authority as aforesaid, the Buyer shall deliver to NI a duly executed note (the "Demand Note") in the form of Exhibit "F" in the principal amount equal to 27% of any additional net tax capital loss, that may be due and owing by NI, with all blanks properly filled in, dated on the Closing date. If by way of any subsequent agreement or litigation with any Authority, additional income taxes due and owing are less than that previously claimed by an Authority by, as the case may be, a ruling of the Appeal's Office or first level of administrative appeal, then any amounts paid to NI by the Buyer pursuant to the Demand Note shall be paid back to Buyer by NI with interest thereon as paid by the Authority to NI. If as a result of an aforesaid ruling by an Authority there is a reduction in the aforesaid net tax capital loss, the principal balance of the Note shall be reduced by 27% of such difference in the net tax capital loss, but not less than the principal calculated pursuant to Section 2.4 above, and any interest paid thereon by the buyer. NI shall notify the Buyer of any claim for additional taxes made by an Authority as aforesaid. NI may in its sole discretion settle any claim by an Authority for taxes without consulting with or otherwise

giving advance notice thereof to the Buyer and any such settlement so made shall obligate the Buyer as set forth above in this Section 2.5.

2.6 Additional Taxes. Except as provided in Sections 2.4 and 2.5, Buyer shall immediately pay over to NI any sums due by reason of any additional taxes, interest and/or penalties that are assessed by any taxing authority after the Closing as a result of any transaction contemplated by this Agreement.

Buyer may at its sole expense and in its own or NI's name, protest any tax, interest and penalties assessed by any taxing authority for which Buyer, as a buyer, is ultimately obligated to pay by law and/or the conditions of this Agreement; provided, that Buyer by any such protest or refusal to pay tax shall indemnify and save harmless NI for deficiencies, interest, penalties, or any other charge for non-payment and/or late payment that may be levied by any governmental authority.

2.7 Breach of Warranty to PPF by NI. In the event that there is a breach of express warranty of title to any asset of PPF acquired from NI, credit shall be given against the principal balance of the Gap Note and/or Note as consistent with the provisions of this Agreement in an amount equal to the diminution of value of any Asset of PPF directly arising out of the breach of any such express warranty.

ARTICLE III

NO ALLOCATION OF PURCHASE PRICE

3.0 Real Property Transfer Taxes. Where the grantor or the grantee of real property is required to pay a tax on the transfer of real property and the tax is based on the value of the real property being transferred, the party who is by law obligated to pay the tax may assign a value to the parcel of Real Property for the purpose of calculating the tax on the transfer. Designation of a value on any parcel of Real Property for the purpose of calculating the tax on a transfer of the Real Property shall not bind the other party as to the value of the Real Property or the Stock vis-a-vis the Real Property.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF NI

NI hereby represents and warrants to the Buyer as follows:

4.1 Corporate Organization and Good Standing. NI is a corporation, duly organized and validly existing under the laws of the State of Delaware, with full power and lawful authority to own the Stock and Real Property, and qualified

as a foreign corporation and in good standing for the purpose of conducting business in the State of California.

4.2 Due Authorization. The execution and delivery of this Agreement on behalf of NI and the consummation of the transactions described in this Agreement to be carried out by NI have been duly authorized by all requisite corporate action on the part of NI and do not violate any provision of its certificate of incorporation, or bylaws.

4.3 Validity of this Agreement. This Agreement, pursuant to its provisions, is a valid and binding agreement of NI, except (a) as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

4.4 Consents and Approvals of Governmental Agencies. No consent, approval or authorization of, or declaration, filing or registration with any governmental or regulatory authority is required to be made or obtained by NI in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions as described in this Agreement; except that the Commissioner of Corporations of the State of California shall not have been given notice of the issuance of such shares nor any consent received, permit issued or the issuance of the shares otherwise authorized by the Commissioner of Corporations of the State of California.

4.5 Title to the Stock. NI has good and marketable title to all the Stock and none is subject to any mortgage, pledge, lien, security interest, encumbrance, claim or charge of any kind or contractual prohibition which would be breached by the sale of the Stock by NI.

4.6 Litigation. To the knowledge of NI, there is no action, proceeding or investigation pending, or threatened, which questions or challenges the validity of this Agreement or any action taken or to be taken by NI pursuant to this Agreement or in connection with the transactions described in this Agreement; and NI does not know or have any reason to know of any valid basis for any such action, proceeding or investigation. NI is not in violation of any judgment, order or decree entered against it in any lawsuit or proceeding the effect of which would be materially adverse to the present or future business, operations, assets or condition, financial or otherwise, of the Subsidiary.

4.7 Brokers/Finders. NI has not retained the services of any broker or finder in respect to any events leading up to its entering into this Agreement or the performance by NI of its obligations as set forth in this Agreement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PPF

PPF hereby represents and warrants to the Buyer as follows:

5.1 Corporate Organization and Good Standing. PPF is a corporation, duly organized and validly existing under the laws of the State of Delaware.

5.2 Due Authorization. The execution and delivery of this Agreement on behalf of PPF and the consummation of the transactions described in this Agreement while the Stock is owned by NI have been duly authorized by all requisite corporate action on the part of PPF and do not violate any provision of its certificate of incorporation, or bylaws.

5.3 Patents, Trademarks, Trade Names. PPF, as between it and NI, owns all patents, trademarks, technology, know-how and processes which PPF purports to own in respect to the conduct of the business of the Subsidiary as heretofore conducted. No claims have been asserted in any court or before any administrative body by any person to the use of any such patents, trademarks, technology, know-how or processes, and PPF does not know of any valid basis for any such claim, and the use of such patents, trademarks, technology, know-how or processes by PPF does not infringe on the rights of any person.

5.4 Authorized and Outstanding Shares. PPF has authorized 10,000 shares of stock, 9000 of which are outstanding. All Stock is fully paid for, non-assessable and validly issued, except that the Commissioner of Corporations of the State of California shall not have been given notice of the issuance of such shares nor any consent received, permit issued or the issuance of the shares otherwise authorized by the Commissioner of Corporations of the State of California. There are no options, warrants or other rights pursuant to which PPF is obligated to issue any shares in addition to the Stock.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to NI as follows:

6.1 Organization. Buyer is a joint venture, organized pursuant to the laws of the State of California, whose co-

venturers are as follows: Peter S. Gold, 16872 Bosque Drive, Encino, California; Sydney M. Irmes, 595 South Mapleton Drive, Los Angeles, California; David P. Rousso, 15420 Hamner Drive, Los Angeles, California; GIR Properties, a California general partnership composed of Peter S. Gold, Sydney M. Irmes and David P. Rousso, 11812 San Vicente Boulevard, Los Angeles, California, and KP Realty, a California partnership, composed of the Peter S. Gold 1983 Trust, Sydney M. Irmes 1983 Trust and David P. Rousso 1983 Trust, 11812 San Vicente Boulevard, Los Angeles, California.

6.2 Due Authorization. The execution and delivery of this Agreement on behalf of the Buyer, each co-venturer of which the Buyer is comprised, and where a co-venturer is a partnership, each partner of such co-venturer, and the consummation of the transactions described in this Agreement have been duly authorized on the part of each of the aforesaid and do not violate any provision of any agreement by and between the co-venturers of the Buyer or between the Buyer and any of its co-venturers or between the general partners of any co-venturer.

6.3 Validity of this Agreement. This Agreement, pursuant to its provisions, is a valid and binding agreement of the Buyer, except (a) as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

6.4 Consents and Approvals of Governmental Agencies. No consent, approval or authorization of, or declaration, filing or registration with any governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions as described in this Agreement.

6.5 Commitments For Financing. Buyer has received a written commitment from Wells Fargo Bank and City National Bank to provide all the financing required of Buyer for the Down Payment contemplated by and pursuant to the provisions of this Agreement.

6.6 Litigation. To the knowledge of Buyer, there is no action, proceeding or investigation pending or threatened which questions or challenges the validity of this Agreement or any action taken or to be taken by Buyer pursuant to this Agreement or in connection with the transactions described in this Agreement; and Buyer does not know or have any reason to know of any valid

basis for any such action, proceeding or investigation. Buyer is not in violation of any judgment, order or decree entered against it in any lawsuit or proceeding the effect of which would be materially adverse to the present or future business, operations, assets or condition, financial or otherwise, of the Subsidiary.

6.7 Antitrust Improvements Act. Pre-merger notification pursuant to 15 USC 18(a) is not required by reason of the exemption as set forth in 16 CFR 802.20.

6.8 Brokers/Finders. Buyer has not retained the services of any broker or finder in respect to any events leading up to its entering into this Agreement or the performance by Buyer of its obligations as set forth in this Agreement.

ARTICLE VII

THE CLOSING

7.0 The Closing. The Closing has been set for June 27, 1983 ("Closing Date") to be completed upon Buyer and NI satisfying their respective obligations as set forth in this Article VII. To facilitate the Closing, Escrow Number 8121313-Rene' Madison has been opened with Ticor Title Insurance Company of California, 10350 Santa Monica Boulevard, Los Angeles, California ("Escrow Holder") for the purpose of carrying out the transactions as described in this Article VII.

7.1 Buyer's Obligations to Close. At the Closing, the Buyer shall deposit with the Escrow Holder:

- a. one or more cashier's checks on Wells Fargo Bank and/or City National Bank for the amount of the Down Payment;
- b. duly executed deed of trust for the Real Property located in California and a deed to secure a debt for the Real Property located in Georgia in the forms of Exhibit "C", attached to this Agreement, with all blanks filled in as of the Closing Date, to secure payment of the Note(s) and Demand Note(s) as provided for by Section 2.2b, 2.3, 2.4 and 2.5 above;
- c. a duly executed Note in the form of Exhibit "D" attached to this Agreement, with all blanks filled in as of the Closing Date for a principal amount as calculated pursuant to Section 2.2b above;

- d. a duly executed Gap Note in the form of Exhibit "E" attached to this Agreement with all blanks filled in as of the Closing Date for a principal amount as calculated pursuant to and at a rate of interest as set forth in Section 2.2b above.
- e. two copies of the security agreements respectively in the forms of Exhibit "G" and "G-1", attached to this Agreement, with all blanks filled in as of the Closing Date ("Security Agreement"), and financing statements respectively in the forms of Exhibit "H" and "H-1", attached to this Agreement, with all blanks filled in as of the Closing Date ("Financing Statements");
- f. the unconditional continuing guaranty of PPF in the form of Exhibit "I";
- g. approval of commitments for title insurance; and
- h. duly executed consents approved in form and substance on behalf of NI, reducing the size of the board of directors of PPF from 5 to 3, the election of Sydney M. Irmas and David P. Rouso to the board of directors of PPF and the election of various officers of PPF;
- i. duly executed consents, approved in form and substance on behalf of NI, by the Buyer as sole shareholder of PPF and Messrs. Gold, Irmas and Rouso as all the directors of PPF ratifying all previous corporate actions authorizing the performance by PPF of its obligations as set forth in this Agreement and the Stock Subscription and Operating Agreement, dated June 24, 1983 by and between NI and PPF;
- j. representations from Messrs. Gold, Irmas and Rouso, in form and substance acceptable to NI, that any of the Stock acquired by them shall be for investment for his own account and not with a view to, or for resale in connection with, the distribution or other disposition thereof and that any transfer, sale, assignment, pledge, hypothecation or other disposition of Stock by them shall not violate the Securities Act of 1933, as amended, any other federal acts or regulations or any state blue sky laws and regulations thereunder in effect at that time.

- k. a subordination agreement on Escrow Holder's form TO 1538D subordinating the leasehold interest of PPF and its successor and assigns, in the Real Property to the trust deed securing the Note(s) and the Demand Note;
- l. an opinion of counsel in form and substance acceptable to NI of Mitchell, Silberberg & Knupp, Counsel for the Buyer, to the effect that the representations and warranties of the Buyer as set forth in Sections 6.1, 6.2, 6.3, 6.4, and 6.7 are true and correct, that all actions taken by PPF as required by this Agreement to be performed at the Closing after the purchase of the Stock by Buyer: have been duly authorized on behalf of PPF by all requisite corporate action; do not violate any provision of its certificate of incorporation or by-laws; and, are valid acts and binding upon PPF, and that all necessary filings have been made with the California Department of Corporations so that the issuance of the Stock by PPF to NI and the sale of the Stock by NI to the Buyer does not violate any provision of the California Corporate Securities Law of 1968, as amended, and the Rules of the California Corporations Commissioner.

7.2 NI's Obligations to Close. At the Closing, NI shall deposit with the Escrow Holder:

- a. executed corporate grant deeds in the form of Exhibit "A" with all blanks filled in as of the date of the Closing to convey title to the Real Property to Buyer;
- b. duly executed certificates for all the outstanding shares of PPF endorsed over to the Buyer;
- c. an assignment of the lease of the real property from NI to GIR Properties of that certain lease of the Real Property made as of June 24, 1983 by and between NI and PPF in the form of Exhibit "J" attached to this Agreement;
- d. the resignations of J.J. Kimes, H.J. Meany, A.R. Owens, Jr., R. James Shaffer or their respective successors from all directorships and/or offices that each is a holder of in PPF;
- e. the minute book of PPF;

- f. an opinion of counsel in form and substance acceptable to Buyer of R. James Shaffer, Esq., general counsel for NI, to the effect that the representations and warranties of NI as set forth in Sections 4.1, 4.2, 4.3, 4.4 and 4.5 and the representations of PPF as set forth in Sections 5.1, 5.2, and 5.4 above are true and correct; and
- g. an executed subordination agreement by and between Wells Fargo Bank, NI, and the Buyer.

7.3 The Escrow Holder's Function. The Escrow Holder shall when it is satisfied that it can issue the policies of title insurance for each parcel of Real Property subject to the exceptions to the title as approved by the Buyer and the Buyer has performed its obligations as set forth in Section 7.1 above and NI has performed its obligations as set forth in Section 7.2 above:

- a. file with the Los Angeles County, California Recorder's Office, the deed and the deed of trust for the Real Property located in the State of California, respectively delivered to the Escrow Holder pursuant to Sections 7.2a, and 7.1b above, and the subordination agreement delivered to the Escrow Holder pursuant to Section 7.1k. above;
- b. file with the Clerk of the Superior Court of Clayton County, Georgia, the deed and the deed to secure a debt for the Real Property located in the State of Georgia, respectively delivered to the Escrow Holder pursuant to Sections 7.2a and 7.1b above, and the subordination agreement delivered to the Escrow Holder pursuant to Section 7.1k. above;
- c. deliver to the Buyer the certificates representing the Stock;
- d. deliver to NI the Down Payment, the Note, Gap Note, Security Agreements, Financing Statements and Guaranty respectively delivered to the Escrow Holder pursuant to Sections 7.1a, 7.1c, 7.1d, 7.1e and 7.1f above;
- e. distribute all other documents to the addressees thereof placed in the hands of the Escrow Holder pursuant to Sections 7.1 and 7.2 above; and,

- f. as soon as practicable after the Closing, issue Standard Coverage CLTA (ALTA form for the Real Property located in the State of Georgia) Joint Protection policies insuring title to each parcel of Real Estate in amounts not less than that determined pursuant to Section 3.0 above and subject to the exceptions to the title as approved by the Buyer, such title insurance to include in its coverage the limitations on the amount of security available to the respective holders of the first deeds of trust as provided for by Section 2.2c above.

All filings for recording described in subsections 7.3a and 7.3b above shall be time sequenced so that, as the case may be, the deed of trust/deed to secure a debt, in the forms of Exhibit "C" are junior and subordinate only to the deed of trust/deed to secure a debt, given by the Buyer to secure its \$13,000,000 Million borrowings from Wells Fargo Bank pursuant to Section 2.2 above.

7.4 Conditions of Escrow Holder's Obligations. The General Provisions in the form of Exhibit "K" attached to this Agreement are applicable to the escrow established above in this Article VII, and the performance of its obligations by the Escrow Holder as set forth in this Article VII.

7.5 Excused for Non-Performance. Notwithstanding anything contained in this Agreement to the contrary, except for Article X below, the Buyer, NI, and PPF shall each be excused for its failure to complete the Closing as set forth above in this Article VII.

7.6 Effect of the Closing. Upon completion of the events described in Section 7.3 above, the transactions contemplated by the provisions of this Agreement to be accomplished at the Closing shall be deemed to have been completed as of 12:01 A.M. on the date of the Closing, except for various adjustments to the Purchase Price, as described in Article II above, and the Post Closing matters, as described in Article IX below. As of completion of the Closing, all of the rights described in Section 1.0 above to be acquired by Buyer shall be deemed granted, transferred, assigned and delivered to Buyer, subject to all obligations as described in Section 1.0 above which shall be deemed to be delegated to and assumed by the Buyer.

ARTICLE VIII

PERSONNEL MATTERS

8.1 Employees of the Subsidiary. Each person employed by NI and charged to the personnel roster of the Subsidiary, shall be deemed to be terminated as an employee of NI as of 12:01 A.M.

on the date as described in Section 7.6 above. Notwithstanding anything contained herein to the contrary, all such persons whose employment by NI shall be deemed to be terminated as aforesaid, shall be deemed thereafter to be employed by the PPF until such time as any such person terminates its employment with the PPF or the PPF terminates such person's employment.

8.2 Payment of Wages and Salaries by NI. NI shall pay to each person solely by reason of that person's employment by NI whose employment is terminated pursuant to Section 8.1 above, all wages and salaries owing to each such person as such amount becomes due and payable.

8.3 Employee Benefits. NI shall in respect to each of its employees terminated pursuant to Section 8.1 above and who are "participants" of either the Norris salary or hourly pension plans, purchase from an insurance company of NI's choice, a deferred annuity. Said deferred annuity shall provide for monthly installments equal to "Accrued Benefits" earned by each terminated employee to date of his/her termination pursuant to Section 8.1 above, with annuity terms the same as the employee's hourly or salary plan, whichever is applicable.

8.4 Employment by PPF. PPF shall offer employment to each employee of NI whose employment is terminated pursuant to Section 8.1 above, on such conditions as PPF may elect.

8.5 NI's Incentive Compensation Plan. NI shall not remove as a participant under its incentive compensation plan from January 1, 1983 through the date of the Closing any person employed by NI and charged to the personnel roster of the Subsidiary by reason of NI's termination of such person's employment pursuant to Section 8.1 above.

ARTICLE IX

OTHER POST CLOSING MATTERS

9.1 Obligations in Respect to Employees. NI and the Buyer shall discharge their respective obligations as set forth in Article VIII above.

9.2 Non-Use of Names. The Buyer and PPF shall forthwith after the Closing cause the name of PPF to be changed to a name that does not include the word "NI", and shall not use NI's or PPF's name or the name "Norris" in respect to the Buyer's operation of the business of the Subsidiary. NI shall forthwith after the Closing not use the name "Price Pfister" in respect to the operation of its business.

9.3 Further Assurances. From time-to-time after the Closing and without further consideration NI shall execute and deliver such other instruments of sale, assignment or transfer as Buyer

may reasonably request in order to vest in Buyer the full possession and ownership of the Subsidiary.

9.4 Payment Over of NI's or PPF's Monies. Buyer shall promptly pay over to NI at its address for receipt of notices as set forth in this Agreement, all monies received by Buyer for amounts due NI or PPF other than monies received by PPF for accounts receivable of PPF.

9.5 Payment Over of Buyer's Monies. NI shall promptly pay over to Buyer at its address for receipt of notices as set forth in this Agreement all monies received by NI for amounts due Buyer for PPF's accounts receivable.

9.6 Salary and Wage Information. PPF shall provide as required by law to each employee of NI who was during 1983 employed by NI at its Price Pfister Division or PPF, all reports of salaries and/or wages earned and deductions withheld in the form of "W-2" and any other federal or local reports as required by law.

9.7 Sale of Assets by PPF. So long as any part of the purchase price for the Subsidiary remains unpaid, PPF shall not transfer any asset(s) which would require notice of such transfer to be given pursuant to Section 6101 et. seq. of the Uniform Commercial Code (Bulk Transfer) without the prior written consent of NI.

9.8 Continuation of PPF's Business. So long as any part of the purchase price for the Subsidiary remains unpaid, PPF shall not engage in or operate any other business except as set forth above in the first preamble provision of this Agreement, without the prior written consent of NI.

9.9 Stock Subscription and Operating Agreement. So long as any of the purchase price for the Subsidiary remains unpaid, Buyer shall cause PPF to faithfully perform PPF's obligations as set forth in the Stock Subscription Agreement and Operating Agreement, as of June 24, 1983 by and between NI and PPF.

9.10 Financial Statements. So long as any part of the purchase price for the Subsidiary remains unpaid, PPF shall furnish to NI financial statements, information and reports as required by the Wells Fargo, but in any event no less than the following:

- a. audited financial statements including a balance sheet, statements of income and retained earnings, statement of changes in financial condition and notes to financial statements accompanied by an unqualified opinion of a recognized independent public accounting firm acceptable to NI within 90 days of the fiscal year end;
- b. a written statement by such accountants that in performing the audit, necessary for their report,

they obtained no knowledge of any default by PPF of any obligation as set forth in any agreement or undertaking pursuant to which PPF is a borrower, credit is otherwise extended to PPF, or in respect to PPF's obligations under Employee Retirement Income Security Act of 1974, as amended, which occurred during the fiscal year;

- c. As soon as available, but no later than 45 days after the close of each month, the consolidated balance sheet, income statement and cash flow statement of PPF certified by the chief financial or accounting officer and chief executive officer of PPF; and
- d. such other information with respect to the financial condition and operations of PPF that NI may reasonably request from time-to-time.

NI will have the right to inspect the books and records of PPF as it deems necessary with reasonable notice.

9.11 Future Financing. So long as any part of the purchase price of the Subsidiary remains unpaid, PPF, GIR Properties and KP Realty shall forthwith upon: entering into any agreement for borrowing by and/or guaranty of any borrowing by PPF, GIR Properties or KP Realty; any request for or the grant of any extension of time to make any payment due pursuant to any borrowing by and/or guaranty of any borrowing by PPF, GIR Properties or KP Realty; any request for or the grant of a waiver of any condition to be observed by PPF, GIR Properties or KP Realty in any agreement for borrowing by and/or guaranty of any borrowing by PPF, GIR Properties or KP Realty; or any amendment to any agreement for borrowing by and/or guaranty of any borrowing by PPF, GIR Properties or KP Realty; provide a copy of all documents in connection therewith to NI.

9.12 Inspection of Lists of Equity Holders. So long as any part of the Purchase Price for the Subsidiary remains unpaid, PPF shall make available to NI, upon its request, all lists of shareholders, option holders, other equity holders or any others who have a right that they may acquire an equity interest in PPF.

9.13 Employment Contracts. So long as any part of the purchase price for PPF remains unpaid, employment of any director, officer, or other employee of the Subsidiary, except for any employee who is a member of a collective bargaining unit pursuant to the provisions of the National Labor Relations Act, as amended, shall be terminable at will by its respective employer and no director, officer, partner, trustee or other employee shall have the benefit of any contract or agreement in the form of a "golden parachute" whereby such person would receive compensation other than from a retirement plan qualified under Employee Retirement

ment Income Security Act of 1974, as amended, in the event of termination of employment, nor shall the Buyer enter into any agreement for consulting services except for agreements for specific assignments for a duration of not more than six (6) months and terminable by the Buyer without penalty on thirty (30) days' notice.

9.14 Net Worth Covenant. So long as any part of the purchase price for the Subsidiary remains unpaid and until the "net worth" of PPF equals \$20 Million, Peter S. Gold, Sydney M. Irmes and David P. Rousso may not by compensation, dividend, distribution, rental arrangements, or otherwise, directly or indirectly, receive cash from PPF in any manner, except for their respective salaries, consulting fees or directors' fees plus that amount required to meet interest and principal payments on the \$10 Million loan on the Real Property to the Buyer at the Closing from Wells Fargo Bank, the \$4 Million loan to PPF at the Closing from City National Bank, and/or an amount equal to the Federal income tax liability that would have been payable had it been taxed as a subchapter "C" corporation in any year in which the Shareholders elected to be taxed as a subchapter "S" corporation.

"Net worth" is defined as the sum of the capital stock, paid-in-capital and retained earnings accounts less the sum of any intangibles, such as trademarks, patents, goodwill, franchises, brand names, research and development as shown on PPF's balance sheet.

9.15 Legend Requirement. Any subsequent issuance of any stock by PPF or the transfer of such stock or Stock by PPF, shall in addition to any legends required by law also contain a legend as follows:

"The conditions of ownership of the shares of stock represented by this certificate and certain obligations of the issuer of this the stock evidenced by this share certificate are set forth in various provisions of that "Agreement of Purchase and Sale" dated as of June 27, 1983 by and between NI Industries, Inc., a Delaware corporation, Price Pfister-NI Industries, Inc., a Delaware corporation, and PPC Venture, a California joint venture, comprised of: Peter S. Gold; Sydney M. Irmes; David P. Rousso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmes, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmes 1983 Trust and David P. Rousso 1983 Trust.

This legend shall be affixed to all certificates evidencing any subject transfer or reissue of the stock evidenced by this share certificate and shall be removed only upon the consent of NI Industries, Inc. of One Golden Shore, Long Beach, California 90802, as provided for in the Agreement of Purchase and Sale."

9.16 No Senior Liens or Encumbrances. So long as any part of the purchase price for the Subsidiary remains unpaid, the Buyer and/or PPF shall not permit and shall not cause any lien or encumbrance to be placed on any of the assets of PPF and/or the Real Property which would be senior to the liens in favor of NI as created by the deed of trust and deed to secure a debt in the form of Exhibit "C" and the Security Agreements in the form of Exhibits "G" and "G-1" except as otherwise permitted by the provisions of this Agreement.

9.17 Uncollected Receivables of PPF. NI shall purchase from PPF forthwith upon notice from PPF any account or note receivable, as is invoiced by NI and/or PPF prior to the Closing, net of any trade discounts or allowances, of PPF as of the Closing that has been due and owing for not more than 120 days after the date of the Closing; except, however, NI shall not proceed with a collection process in any instance for any amount owing where there is a dispute for any such amount over freight charges, damaged goods or a short shipment, without the prior written consent of PPF which shall not be unreasonably withheld. Such notice by PPF shall include that part of the customer file which supports and otherwise proves the amount of the receivable due and owing to PPF. PPF shall as reasonably requested by NI execute all documents of assignment and otherwise assist NI at the cost of NI, in any court action to collect any such account.

ARTICLE X

EXPENSES

10.0 Each party shall bear its own expenses in the entering into and performance of this Agreement, except that certain expenses shall be borne as follows:

- a. Commitments for and the title insurance - NI.
- b. Recordation of deeds for Real Property, Exhibit "A" - Buyer.
- c. Recordation of deeds of trust/and deeds to secure a debt, Exhibits "C" - NI.
- d. Recordation of financing statements, Exhibit "H" - "H-1" - NI.

- e. Escrow fees of \$4,000 - share equally by Buyer and NI.

In the event that the Subsidiary is not purchased by the Buyer, NI shall pay up to \$100,000 incurred by the Buyer and deemed reasonable by NI for lawyers, accountants, auditors, appraisers, and title work in respect to the Buyer entering into this Agreement and performing its obligations as set forth herein.

ARTICLE XI

MISCELLANEOUS

11.1 Waiver. Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision and that party may thereafter enforce each and every provision of this Agreement.

11.2 Notices. Any notice, approval or other communication required by any provision of this Agreement shall be in writing, and effective only when received by the party to whom it is directed at its respective address as follows:

Buyer: 13500 Paxton Street
Pacoima, California 91331
c/o PPF

Attn: The President

with a copy to:

Chester I. Lappen, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

NI: NI Industries, Inc.
One Golden Shore
Long Beach, California 90802

Attn: The President

Escrow Holder: Ticor Title Insurance Company of California
10350 Santa Monica Boulevard, Suite 300
Los Angeles, California 90025

Attn: Ms. Rene' Madison - Escrow No. 8121313

A copy of all notices/approvals sent by Buyer or NI shall also be sent to the Escrow Holder.

Notwithstanding anything contained herein to the contrary, either party may by ten (10) days' prior written notice to the other pursuant to the provisions of this Section, change the address at which written notices must be given.

11.3 Duplicate Originals. Not less than six copies of this Agreement have been signed, and each copy executed shall be deemed to be a duplicate original.

11.4 Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of California, and if any part of this Agreement is held to be contrary to any said law, this Agreement shall be deemed to have been modified accordingly, and as so modified this Agreement shall remain in full force and effect.

11.5 Successors. This Agreement shall be binding upon the respective parties' successors in interest and assigns, including one or more nominees appointed by the Buyer to take title to the Subsidiary or any part thereof. Notwithstanding the assignment of any rights or the delegation of duties by a party to this Agreement, such original party shall remain obligated for the performance of its duties as set forth herein unless there is an amendment to this Agreement whereby such party is expressly released from any such obligation.

11.6 Entire Agreement. This Agreement, which includes all exhibits thereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and this Agreement supersedes and cancels any prior written or oral, expressed or implied understandings relating to the subject matter hereof. This Agreement can be amended only by a writing signed on behalf of each of the parties hereto.

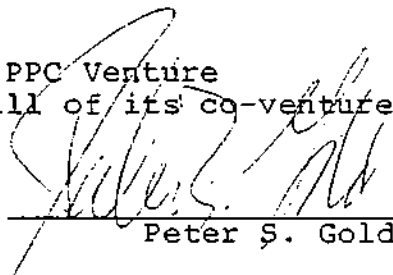
11.7 Singular and Plural. As used herein, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

11.8 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of, or affect the construction of any provisions of this Agreement.

11.9 Time: Time is of the essence.

AGREED:

Buyer: PPC Venture
By all of its co-venturers



Peter S. Gold

Sydney M. Irmias
Sydney M. Irmias
David P. Rousso
David P. Rousso

GIR Properties, a California general partnership

By all of its general partners

Peter S. Gold
Peter S. Gold
Sydney M. Irmias
Sydney M. Irmias
David P. Rousso
David P. Rousso

KP Realty, a California general partnership

By all of its general partners

Peter S. Gold 1983 Trust
By Peter S. Gold
Peter S. Gold, Trustee
Sydney M. Irmias 1983 Trust
By Sydney M. Irmias
Sydney M. Irmias, Trustee
David P. Rousso 1983 Trust
By David P. Rousso
David P. Rousso, Trustee

NI Industries, Inc.

ATTEST John J. Finner

By A. R. Owens, Jr.
Vice President

Price Pfister, NI Industries, Inc.

By Peter S. Gold
Peter S. Gold
President

ATTEST Thomas J. Taylor

Ticor Title Insurance Company of California hereby agrees to the provisions of Article VII of this Agreement as it pertains to the escrow established thereby and agrees to perform the duties of the Escrow Holder as set forth in Article VII above.

Ticor Title Insurance Company
of California

By F. M. Damm, V.P.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

Street

Address

City & State

MAIL TAX STATEMENTS TO

Name

Street

Address

City & State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

TO 1921 CA 112 145

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N.

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$_____.

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NI Industries, Inc., a Delaware corporation, which acquired title as Norris-NI Industries, Inc.,

a corporation organized under the laws of the State of Delaware

hereby GRANTS to

GIR Properties, a California general partnership,

the following described real property in the City of Los Angeles

County of Los Angeles, State of California:

A) An estate for years, within the meaning of Civil Code Section 761, including any and all mineral rights, commencing June 27, 1983 and ending June 26, 2013 as to the real property described in Exhibit A attached hereto and made a part hereof.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS SITUATED ON SAID REAL PROPERTY,

which buildings and improvements are and shall remain real property; and

B) a fee simple absolute estate as to all buildings and improvements situated on real property described in Exhibit A hereto and made a part hereof,

which buildings and improvements are and shall remain real property.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: _____

NI INDUSTRIES, INC.

STATE OF CALIFORNIA

COUNTY OF _____

} ss.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known

to me to be the _____ President, and

_____ known to me to be

Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

By _____

President

By _____

Secretary

(This area for official notarial seal)

Title Order No. _____

Escrow or Loan No. _____

EXHIBIT 'A'

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

PARCEL 1:

Lot 1 of Tract No. 17058, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 487 Pages 21 and 22 of maps, in the office of the County Recorder of said county.

PARCEL 2:

Those portions of lots 1444 and 1445 in block 55 of the town of Pacoima, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 29 pages 79 to 83 inclusive of miscellaneous records, in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said lot 1445; thence along the northeasterly line of said lot 1445 north 41 degrees 23 minutes 00 seconds east 331.52 feet to a point, said point being the northeasterly terminus of that certain course, in the boundary line of lot 1 of tract No. 17058, in said city, county and state, as per map recorded in book 487 pages 21 and 22 of maps, in said Recorder's Office having bearing and length of south 48 degrees 36 minutes 47 seconds west 693.59 feet; thence along said last mentioned course and along said boundary line of lot 1 of tract No. 17058 as follows:

South 48 degrees 36 minutes 47 seconds west 693.59 feet, and south 41 degrees 23 minutes 06 seconds east 331.52 feet to a point in the southeasterly lines of said lots 1444 and 1445 of the town of Pacoima; thence along said southeasterly lines of said lots 1444 and 1445 of the town of Pacoima north 48 degrees 36 minutes 47 seconds east 693.58 feet to the point of beginning.

Except therefrom the southeasterly 300 feet of said lot 1445 of said town of Pacoima.

Also except therefrom the northeasterly 280 feet of the southeasterly 300 feet of said lot 1444 of the town of Pacoima.

PARCEL 3:

The southwesterly 20 feet of the southeasterly 300 feet of lot 1445 and the northeasterly 180 feet of the southeasterly 300 feet of lot 1444 in block 55, town of Pacoima, in the city of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 29 pages 79 to 83 inclusive of miscellaneous records, in the office of the county recorder of said county.

PARCEL 4:

The southwesterly 100 feet of the southeasterly 300 feet of the northeasterly 280 feet of lot 1444, in block 55 of the town of Pacoima, in the city of Los Angeles, in the county of Los Angeles, State of California, as per map recorded in book 29 pages 79 to 83 of miscellaneous records, in the office of the county recorder of said county.

PARCEL 5:

That portion of lot 1443 in block 55 of the town of Pacoima, in the city of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 29 pages 79 to 83 inclusive of miscellaneous records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said lot 1443; thence along the southwesterly of said lot 1443 north 41 degrees 23 minutes 13 seconds west 150 feet to a point, said point being the southwesterly terminus of that certain course, in the boundary of lot 1 of tract No. 17058, in said city, county, and state, as per map recorded in book 487 pages 21 and 22 of maps, in said Recorder's Office having a bearing and length of south 48 degrees 36 minutes 47 seconds west 135 feet; thence along said last mentioned course along said boundary line of lot 1 of tract No. 17058 as follows:

North 48 degrees 36 minutes 47 seconds east 135 feet and south 41 degrees 23 minutes 13 seconds east 150 feet to a point in the southeasterly line of said lot 1443 of the town of Pacoima; thence along said southeasterly of said lot 1443 of the town of Pacoima south 48 degrees 36 minutes 47 seconds west 135 feet.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

Street
Address
City &
State

MAIL TAX STATEMENTS TO

Name

Street
Address
City &
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

TO 1921 CA 112 741

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A. P. N.

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ _____.

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, NI Industries, Inc., a Delaware corporation, which acquired title as Norris-NI Industries, Inc.

a corporation organized under the laws of the State of Delaware

hereby GRANTS to

KP Realty, a California general partnership,

the following described real property in the City of Los Angeles,
County of Los Angeles, State of California:

The "reversion interest" within the meaning of Civil Code Section 768 in the real property described in Exhibit A attached hereto and made a part hereof.

EXCEPT THEREFROM ALL BUILDINGS AND IMPROVEMENTS SITUATED ON SAID REAL PROPERTY,

as created by the grantor herein by this Deed and in that certain Corporation Grant Deed to GIR Properties, a California general partnership, dated June 27, 1983, and recorded concurrently herewith.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: _____

NI INDUSTRIES, INC.

STATE OF CALIFORNIA

COUNTY OF _____

} SS.

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the _____ President, and _____ known to me to be _____

Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT "A"

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

WARRANTY DEED

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

THIS INDENTURE, Made the 27th day of June, in the year one thousand nine hundred eighty-three, between NI Industries, Inc., a Delaware corporation, formerly known as Norris-NI Industries, Inc., as party of the first part, hereinafter called Grantor, and KP Realty, a California general partnership, whose general partners are Peter S. Gold as Trustee for Peter S. Gold 1983 Trust, Sydney M. Irmes as Trustee for Sydney M. Irmes 1983 Trust, and David P. Rouso as Trustee for David P. Rouso 1983 Trust

as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

The "reversion interest" within the meaning of Section 768 of the Civil Code of the State of California in the real property described in Exhibit A attached hereto and made a part hereof,

EXCEPT THEREFROM ALL BUILDINGS AND IMPROVEMENTS SITUATED ON SAID REAL PROPERTY,

as created by the grantor herein by this Deed and in that certain Corporation Warranty Deed to GIP Properties, a California general partnership, dated June 27, 1983, and recorded concurrently herewith..

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

Subject, however, to all rights of way, easements, encumbrances and other matters of record.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

NI INDUSTRIES, INC.

EXHIBIT "A"

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 145 of the 13th District of Clayton County, Georgia, being more particularly described as follows:

BEGINNING at the point of intersection of the South right of way of Commerce Road with the East right of way of Kelly Avenue; run thence East along the South right of way of Commerce Road, one hundred eighty-three (183.0) feet to a point; run thence South, three hundred seventy-six and thirty-two hundredths (376.32) feet to a point and the South line of aforesaid Land Lot 145; run thence West along the South line of aforesaid Land Lot 145, one hundred eighty-three (183.0) feet to a point located on the East line of Kelly Avenue; run thence North along the East right of way of Kelly Avenue, three hundred seventy-three and seventy-nine hundredths (373.79) feet to the point of beginning; said property being and intended to be the same property conveyed by Warranty Deed from Norris Industries, Inc. formerly Price Pfister Brass Mfg. Co. to Norris - NI Industries, Inc., dated December 9, 1982 and recorded at Deed Book 1085, page 589, Clayton County Records.

1982 Book And
Appraisal Values

Land

29.2 Acres (Main Plant)

5.5 Acres (Tubular)

1.6 Acres (Georgia Warehouse)

36.3 Acres

\$ 2,321,600

Buildings

524,463 Sq. Ft. (Main Plant)

77,000 Sq. Ft. + 11,000 St. Ft. Dock (Tubular)

32,000 Sq. Ft. (Georgia Warehouse)

644,463 Sq. Ft.

7,064,000

Machinery & Equipment

15,076,100

Office Furniture & Fixtures

253,100

Automotive

9,600

Special Tooling

2,085,700

- Total -

26,810,100

Less 1982 Depreciation

2,554,740

\$24,255,360

EXHIBIT B

EXHIBIT "B"

SECRETARY IS DISTRIBUTING

	12/31/82 Book And Appraisal Values	
Receivables		
Trade Accounts		\$ 7,183,859
Notes		37,556
Less -		
Allowances, Discounts & Returns Provision	\$ 783,587	
Allowance for Doubtful Accounts	<u>60,000</u>	<u>843,587</u>
Net Receivables		6,377,828
Inventories (at FIFO)		13,012,596
Other Current Assets		<u>67,076</u>
Total Current Assets		<u>\$19,457,450</u>
Current Liabilities to be Assumed		
Accounts Payable	\$2,046,961	
Accrued Vacation	310,000	
Other Accrued Liabilities	<u>66,538</u>	<u>2,423,499</u>
Net Working Capital		<u>\$17,033,951</u>
Property, Net		\$24,255,360
Other Assets		<u>8,600</u>
Total		<u>\$41,297,911</u>

EXHIBIT B
EXHIBIT "B"

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name NI Industries, Inc.
Street One Golden Shore
Address Long Beach, CA 90802
City & State Attn: Legal Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

CAT. NO. NN01068
TO 21942 CA (1-83) (OPEN END)

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A.P.N.

This Deed of Trust, made this 27th day of June, 1983, between KP Realty, a California General Partnership, GIR Properties, a California General Partnership, and The PPC Venture, a California joint venture, comprised of the two aforementioned partnerships, and Peter S. Gold, Sydney M. Irmas and David P. Rouso, herein called Trustor, whose address is 13500 Paxton Street, Pacoima, California 91331
(number and street) (city) (state) (zip)

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, herein called Trustee, and NI Industries, Inc., a Delaware Corporation

, herein called Beneficiary,
Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Los Angeles, Los Angeles County, California, described as:

Legal Description attached hereto as Exhibit "A" and made a part hereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority herein-after given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$6,618,064.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of any future advances/credit to Trustor from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property, or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

EXHIBIT C

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided.

(7) That by acceptance of any sum secured hereby after its due date, Beneficiary shall not waive his right either to require prompt payment when due of all sums so secured or to declare default for failure to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fee, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of the Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

This Deed secures one or more "Notes" and "Demand Notes" as described in Agreement of Purchase and Sale, dated June 27, 1983 by and between Trustor, Beneficiary and Price Pfister, NI Industries, Inc.

*(15) Should Trustor agree to or actually sell, convey, transfer or dispose of the real property described in this Deed or any part of it, or any interest in it, without first obtaining the written consent of the Beneficiary, then all obligations secured by this Deed may be declared due and payable, at the option of the Beneficiary. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Signature of Trustor

For Signature of Trustor,
see rider Exhibit "B"
attached hereto and made
a part hereof.

Title Order No. _____

Escrow or Loan No. _____

LONG FORM
DEED OF TRUST
WITH POWER OF SALE

Ticor
Title Insurance
Company
of California
AS TRUSTEE

COMPLETE STATEWIDE TITLE SERVICE
WITH ONE LOCAL CALL

DO NOT RECORD
FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST
OFFICE OF THE TITLE INSURANCE AND TRUST COMPANY

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated _____

TO TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO

(By) _____

(By) _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"

PARCEL 1:

Lot 1 of Tract No. 17058, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 487 Pages 21 and 22 of maps, in the office of the County Recorder of said county.

PARCEL 2:

Those portions of lots 1444 and 1445 in block 55 of the town of Pacoima, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 29 pages 79 to 83 inclusive of miscellaneous records, in the office of the County Recorder of said county, described as follows:

Beginning at the most easterly corner of said lot 1445; thence along the northeasterly line of said lot 1445 north 41 degrees 23 minutes 00 seconds east 331.52 feet to a point, said point being the northeasterly terminus of that certain course, in the boundary line of lot 1 of tract No. 17058, in said city, county and state, as per map recorded in book 487 pages 21 and 22 of maps, in said Recorder's Office having bearing and length of south 48 degrees 36 minutes 47 seconds west 693.59 feet; thence along said last mentioned course and along said boundary line of lot 1 of tract No. 17058 as follows:

South 48 degrees 36 minutes 47 seconds west 693.59 feet, and south 41 degrees 23 minutes 06 seconds east 331.52 feet to a point in the southeasterly lines of said lots 1444 and 1445 of the town of Pacoima; thence along said southeasterly lines of said lots 1444 and 1445 of the town of Pacoima north 48 degrees 36 minutes 47 seconds east 693.58 feet to the point of beginning.

Except therefrom the southeasterly 300 feet of said lot 1445 of said town of Pacoima.

Also except therefrom the northeasterly 280 feet of the southeasterly 300 feet of said lot 1444 of the town of Pacoima.

PARCEL 3:

The southwesterly 20 feet of the southeasterly 300 feet of lot 1445 and the northeasterly 180 feet of the southeasterly 300 feet of lot 1444 in block 55, town of Pacoima, in the city of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 29 pages 79 to 83 inclusive of miscellaneous records, in the office of the county recorder of said county.

PARCEL 4:

The southwesterly 100 feet of the southeasterly 300 feet of the northeasterly 280 feet of lot 1444, in block 55 of the town of Pacoima, in the city of Los Angeles, in the county of Los Angeles, State of California, as per map recorded in book 29 pages 79 to 83 of miscellaneous records, in the office of the county recorder of said county.

PARCEL 5:

That portion of lot 1443 in block 55 of the town of Pacoima, in the city of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 29 pages 79 to 83 inclusive of miscellaneous records, in the office of the County Recorder of said county, described as follows:

Beginning at the most southerly corner of said lot 1443; thence along the southwesterly of said lot 1443 north 41 degrees 23 minutes 13 seconds west 150 feet to a point, said point being the southwesterly terminus of that certain course, in the boundary of lot 1 of tract No. 17058, in said city, county, and state, as per map recorded in book 487 pages 21 and 22 of maps, in said Recorder's Office having a bearing and length of south 48 degrees 36 minutes 47 seconds west 135 feet; thence along said last mentioned course along said boundary line of lot 1 of tract No. 17058 as follows:

North 48 degrees 36 minutes 47 seconds east 135 feet and south 41 degrees 23 minutes 13 seconds east 150 feet to a point in the southeasterly line of said lot 1443 of the town of Pacoima; thence along said southeasterly of said lot 1443 of the town of Pacoima south 48 degrees 36 minutes 47 seconds west 135 feet.

EXHIBIT "B"

RIDER TO DEED
OF TRUST AND ASSIGNMENT
OF RENTS

Signature of Trustor

GIR Properties, a California general partnership,
By all of its general partners

Peter S. Gold

Sydney M. Irmes

David P. Rousso

KP Realty, a California general partnership,
By all of its general partners

Peter S. Gold 1983 Trust

By _____
Peter S. Gold, Trustee

Sydney M. Irmes 1983 Trust

By _____
Sydney M. Irmes, Trustee

David P. Rousso 1983 Trust

By _____
David P. Rousso, Trustee

The PPC Venture
By all of its co-venturers

Peter S. Gold, a co-venturer

Sydney M. Irmes, a co-venturer

David P. Rousso, a co-venturer

GIR Properties, a California general partnership,
By all of its general partners a co-venturer

Peter S. Gold

Sydney M. Irmes

David P. Rousso

KP Realty, a California general partnership,
By all of its general partners a co-venturer

Peter S. Gold 1983 Trust

By _____
Peter S. Gold, Trustee

TICOR TITLE INSURANCE

STATE OF California
COUNTY OF Los Angeles

DEED TO SECURE DEBT

THIS DEED TO SECURE DEBT, made this 27th day of June,
in the Year of Our Lord One Thousand Nine Hundred Eighty Three, between GIR
Properties, a California general partnership and KP Realty (2) a California
general partnership and the PBC Venture, a California joint venture, (3)
(Grantor) of the State of California and County of Los Angeles, and
NI Industries, Inc., a Delaware corporation
("Grantee") of the State of California and County of Los Angeles, (the terms Grantor and Grantee
to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for the consideration hereinafter set forth, in hand paid at and before the seal-
ing and delivery of these presents, the receipt and sufficiency of which being hereby acknowledged by Grantor, has
granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell,
alien, convey and confirm unto Grantee, the following described real property, hereinafter referred to as the "prop-
erty," to wit:

ALL THAT TRACT or parcel of land lying and being in
Land Lot 145 of the 13th District of Clayton County,
Georgia, being more particularly described as
follows:

BEGINNING at the point of intersection of the South
right of way of Commerce Road with the East right
of way of Kelly Avenue; run thence East along the
South right of way of Commerce Road, one hundred
eighty-three (183.0) feet to a point; run thence
South, three hundred seventy-six and thirty-two
hundredths (376.32) feet to a point and the South
line of aforesaid Land Lot 145; run thence West
along the South line of aforesaid Land Lot 145,
one hundred eighty-three (183.0) feet to a point
located on the East line of Kelly Avenue; run
thence North along the East right of way of Kelly
Avenue, three hundred seventy-three and seventy-
nine hundredths (373.79) feet to the point of
beginning; said property being and intended to be
the same property conveyed by Warranty Deed from
Norris Industries, Inc. formerly Price Pfister
Brass Mfg. Co. to Norris - NI Industries, Inc.,
dated December 9, 1982 and recorded at Deed Book
1085, page 589, Clayton County Records.

- (1) whose general partners are Sydney M. Irmes, Peter S. Gold,
David P. Rouso,
- (2) whose general partners are Peter S. Gold as Trustee for
Peter S. Gold 1983 Trust, Sydney M. Irmes as Trustee for
Sydney M. Irmes 1983 Trust, David P. Rouso as Trustee for
David P. Rouso 1983 Trust
- (3) Whose general partners are Peter S. Gold, Sydney M. Irmes,
David P. Rouso, GIR Properties, a California general partnership,
and KP Realty, a California general partnership

5-10-83 C

TO HAVE AND TO HOLD the property with all and singular the rights and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple; and Grantor will warrant and forever defend the right and title to the property unto Grantee against the claims of all persons whomsoever, except as may be otherwise expressly stated herein.

This conveyance is made under the existing Code of the State of Georgia pertaining to conveyances to secure a debt, and is not a mortgage, and upon payment of the indebtedness secured hereby, this deed shall be cancelled and surrendered pursuant thereto. The indebtedness secured hereby, together with interest thereon, is evidenced by a promissory note (the "note") dated June 27, 1983, made by Grantor to the order of Grantee, in the principal amount of SIX MILLION SIX HUNDRED EIGHTEEN THOUSAND SIXTY-FOUR DOLLARS AND NO/100 (\$ 6,618,064.00) DOLLARS, bearing interest as provided therein (the "note rate"), the terms and provisions of the note being incorporated herein by reference thereto. The final maturity date of the note is 1995. The indebtedness secured hereby includes any modification, extension or renewal of all or any part of the indebtedness evidenced by the note, together with other monetary obligations of Grantor set forth herein*. (continued last page below signature block)

As further security for the payment of the indebtedness secured hereby, Grantor hereby sells, assigns, sets over and transfers to Grantee all of the rent which shall hereafter become due or be paid for the use of the property, reserving only the right to Grantor to collect the rent so long as there is no default in the obligations of Grantor under this deed or in payment of the indebtedness secured hereby. In the event of such default, Grantee may enter upon the property and collect the rent therefrom and Grantee is hereby constituted and appointed as Grantor's agent and attorney-in-fact to collect such rent by any appropriate proceedings, and Grantee may direct tenants of the property, as agent for Grantor, to pay rent to Grantee. Grantee shall be authorized to deduct and pay from rent so collected, if any, actual costs of collection including reasonable attorneys fees plus reasonable real estate commission or fees to a rental or real estate agent or agents, the net amount of such rent following such deductions, however, to be applied toward payment, or reimbursement to Grantee for payment, of the indebtedness secured hereby, the application thereof to be toward portions of the indebtedness designated by Grantee in Grantee's discretion.

Grantor hereby covenants, for so long as the indebtedness secured hereby, or any part thereof, shall remain unpaid, to keep the property in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy or remove any permanent structure now or hereafter existing thereon or make any alteration thereto which would constitute a structural change without the express prior written consent of Grantee; to pay all real property ad valorem taxes and assessments that may be liens upon the property, as they become due; and to keep the property and improvements thereon insured by an insurance company or companies acceptable to Grantee against loss by fire or other hazards, plus general public liability insurance, as may, from time to time, be required by Grantee in amounts of no less than shall be designated by Grantee, with loss, if any, payable to Grantee, and shall deliver the policies of insurance to Grantee; and that any such tax, assessment or premium of insurance not paid when due by Grantor, may be paid by Grantee and any amount so paid shall bear interest from the time of payment at the note rate, and shall, with such interest, be covered by the security of this deed. Should Grantee receive any money for damages covered by such insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either in full or in part, to Grantor to enable Grantor to repair or replace improvements, or for any other purpose, without affecting the lien and priority of this deed for the full amount secured hereby before such damage or such payment occurred.

Time being of the essence of this contract, Grantee shall have the right to accelerate the maturity of the indebtedness secured hereby, by declaring the entire indebtedness to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note, or upon failure of Grantor to perform any other obligation or to make any other payment required of Grantor by the terms of this deed. ** (continued last page below signature block)

In the event of default in the payment of the indebtedness secured hereby, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the other obligations required of the Grantor by the terms of this deed, Grantee shall be entitled to have a receiver appointed for the property, in connection with or as part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of the indebtedness, and Grantor agrees to the appointment of such receiver without regard to the value of the property or to proof of insolvency or other statutory grounds, and hereby appoints Grantee as its attorney-in-fact with authority to consent for Grantor to the appointment of such receiver.

The title, interest, rights and powers granted herein by Grantor to Grantee, and in particular the power of sale herein granted, shall inure to the benefit of any party to whom or to which Grantee may assign the indebtedness secured hereby or convey the property, as well as to the heirs, successors, assigns and legal representatives of Grantee.

In case the indebtedness secured hereby or any part thereof shall not be paid when it becomes due by maturity in due course, or by reason of any other default as herein provided, Grantor hereby grants to Grantee the following irrevocable power of attorney: to sell all or any part of the property at auction, at the usual place for conducting sales at the Courthouse in the County where the property or any part thereof lies, in the State of Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the property or any part thereof lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of the property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee shall be binding and conclusive upon Grantor, and that the conveyance to be made by Grantee shall be effectual to bar all equity of redemption of Grantor in and to the property, and Grantee shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with interest thereon from date of payment at the note rate, together with all costs and expenses of sale and fifteen (15%) percent of the aggregate amount due for attorneys fees, shall pay any over-plus to Grantor as provided by law.

Grantor further covenants that in case of a sale as hereinabove provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of the indebtedness secured hereby as provided by law.

This deed is to be construed in all respects and enforced according to the laws of the State of Georgia.

EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED HEREIN, THIS DEED IS MADE, EXECUTED, SEALED AND DELIVERED BY GRANTOR AS A FIRST-IN-PRIORITY DEED TO SECURE DEBT ON THE PROPERTY. GRANTOR AND GRANTEE AGREE THAT GRANTEE SHALL BE SUBROGATED TO THE CLAIMS AND LIENS OF ALL PARTIES WHOSE CLAIMS OR LIENS AGAINST THE PROPERTY ARE DISCHARGED OR PAID WITH THE PROCEEDS OF THE LOAN SECURED HEREBY. ***

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

See Rider attached as _____ (SEAL)

Exhibit "A" and made a part hereof _____ (SEAL)

(SEAL)

(SEAL)
**This deed secures one or more "Notes" and "Demand Notes" as described in Agreement of Purchase and Sale, dated June 27, 1983 by and between Trustor, Beneficiary, and Price Pfister, NI Industries, Inc.,

together with such other sums of money as may now be due and owing by Grantor to Grantee or shall hereafter become due and owing by Grantor to Grantee, to secure and include any and all renewals and extensions of the present existing obligation or such other as may hereafter fall within the purview of this deed and the indebtedness secured hereby and shall include all debts for which Grantor may now or hereafter become liable to Grantee either directly or primarily or indirectly or secondly or contingently."

** Should Grantor agree to or actually sell, convey, transfer, or dispose of the property described in this deed or any part of it, or any interest in it, without first obtaining the written consent of Grantee, then all obligations secured by this deed may be declared due and payable, at the option of Grantee. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

*** This deed is inferior to and subordinate to a Deed in favor of Wells Fargo Bank, N.A., a national banking association ("Wells") executed of even date herewith to the extent agreed upon by Grantee herein and Wells in that certain Subordination Agreement of even date herewith and recorded concurrently herewith.

DEED TO SECURE DEBT (Long Form)	_____ _____ _____ _____ GEORGIA, _____ County Clerk's Office, Superior Court Filed for Record at _____ o'clock _____ M. _____ 19____ Recorded in Deed Book _____ Folio _____ 19____ _____, Clerk
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TICOR TITLE INSURANCE

CANCELLATION

THE INDEBTEDNESS FOR WHICH THIS INSTRUMENT WAS GIVEN TO SECURE HAVING BEEN PAID IN FULL, THIS INSTRUMENT IS HEREBY CANCELLED AND THE CLERK OF THE SUPERIOR COURT OF _____ COUNTY, GEORGIA, IS HEREBY AUTHORIZED AND DIRECTED TO MARK IT SATISFIED OF RECORD.

THIS _____ DAY OF _____ 19 _____

TRANSFER AND ASSIGNMENT

GEORGIA, County of _____

For value received the undersigned hereby transfers, assigns and conveys unto _____ all _____ right, title, interest, powers and options in, to and under the within security deed from _____ to _____ as well as to the land described therein and the indebtedness secured thereby.

In witness whereof the undersigned has hereunto set _____ hand _____ and seal _____, this _____ day of _____ 19 _____.

Signed, sealed and delivered
in the presence of

 Unofficial Witness (SEAL)

 Notary Public (SEAL)

EXHIBIT "A"

RIDER ATTACHED TO DEED TO SECURE DEL

Signed, sealed and delivered in the presence of:

Unofficial witness

Notary

GIR Properties, a California general partnership,
By all of its general partners

Peter S. Gold

Sydney M. Irmas

David P. Rousso

KP Realty, a California general partnership,
By all of its general partners

Peter S. Gold 1983 Trust

By _____
Peter S. Gold, Trustee

Sydney M. Irmas 1983 Trust

By _____
Sydney M. Irmas, Trustee

David P. Rousso 1983 Trust

By _____
David P. Rousso, Trustee

The PPC Venture
By all of its co-venturers

Peter S. Gold

Sydney M. Irmas

David P. Rousso

GIR Properties, a California general partnership,
By all of its general partners

Peter S. Gold

Sydney M. Irmas

David P. Rousso

KP Realty, a California general partnership,
By all of its general partners

Peter S. Gold 1983 Trust

By _____
Peter S. Gold, Trustee

Sydney M. Irmas 1983 Trust

By _____
Sydney M. Irmas, Trustee

David P. Rousso 1983 Trust

By _____
David P. Rousso, Trustee

NOTE
SECURED BY DEED OF TRUST
AND
DEED TO SECURE A DEBT

\$ _____, 1983
_____, California

FOR VALUE RECEIVED, The PPC Venture, a California joint venture, comprised of: Peter S. Gold; Sydney M. Irmis; David P. Rousso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmis, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmis 1983 Trust and David P. Rousso 1983 Trust, promise to pay to NI Industries, Inc., incorporated in the State of Delaware, or order, at One Golden Shore, Long Beach, California 90802, the sum of _____ (\$ _____), payable as follows:

- (i) non-interest bearing and no principal payments through _____, 1986;
- (ii) interest only, at ten percent (10%) per annum on the unpaid principal, payable monthly commencing _____, 1986 through _____, 1989;
- (iii) equal monthly installments of principal and interest at ten percent (10%) per annum on the unpaid principal using a fifteen (15) year amortization, commencing _____, 1989 through _____, 1992;
- (iv) equal monthly installments of principal and interest at twelve percent (12%) per annum on the unpaid principal, commencing _____, 1992 through _____, 1995; and
- (v) all unpaid principal and interest due and payable on _____, 1995.

Notwithstanding the aforesaid, in the event that the net cash flow from operations of the business of Price Pfister, NI Industries, Inc. ("PPF") is inadequate to pay the principal and interest then due and payable on this note, payment of principal and interest may be deferred by the Maker pursuant to the Agreement of Purchase and Sale, dated June 27, 1983, by and between the Maker, the Payee and PPF ("Agreement of Purchase and Sale") Section 2.2b thereof; except, however, that all unpaid principal and interest shall be due and payable on the earlier of June 26, 1995; default under the deed

EXHIBIT D

of trust to Ticor Insurance and Trust Company, a California corporation, as trustee, or the deed to secure a debt, both of even date herewith given to secure payment of this note; default on any obligation of the "Buyer" and/or PPF, as set forth in Article II or IX of the Agreement of Purchase and Sale except that in respect to the breach of any obligation as set forth in the aforesaid Article IX, the Buyer and/or PPF as the case may be shall have 30 days to cure any default after notice thereof is given by NI; default on the payment of principal or interest on the "Gap Note", as defined in Section 2.2b of Agreement of Purchase and Sale; default on the payment of principal on the "Demand Note" as defined in Section 2.5 of the Agreement of Purchase and Sale; default on the payment of principal or interest when due on any other "Note"; any default shall occur under the conditions applicable to any indebtedness of the Maker and/or PPF representing any borrowing or financing under any agreement other than the Agreement of Purchase and Sale and such default shall (i) consist of the failure to pay such indebtedness at the maturity thereof, (ii) continue unremedied for a period of time sufficient to permit acceleration of such indebtedness or (iii) continue unremedied (and not be waived by the holder thereof) for a period of 30 days after notice thereof to the Maker by the holder of this note; PPF or any of its subsidiaries shall (i) become insolvent or generally fail to pay its obligations as they fall due in the normal course of business, or admit in writing its inability to pay its debts as they become due (ii) apply for, consent to, or acquiesce in the appointment of a trustee, receiver or other custodian or (iii) have a proceeding brought against it under any bankruptcy or insolvency law for the protection of its creditors and such is not discharged or otherwise dismissed within 30 days; or should Maker agree to or actually sell, convey, transfer, or dispose of the real property described in the deed of trust, or the deed to secure a debt securing this note, or any part of it, or any interest in it, except as permitted by the provisions of Section 2.2d of the Agreement of Purchase and Sale.

The principal of this note may be paid at any time without penalty except that prior to June 26, 1989 the outstanding principal balance shall not be paid down to less than \$10,000.

Failure by the holder to enforce any right that it may have by reason of the Maker not performing any obligation that it may have as set forth in this note shall not be deemed to be a waiver of any right that the holder may have pursuant to this note.

This note is a "Note" as defined in and made and delivered pursuant to the provisions of Section 2.2b of the Agreement of Purchase and Sale and each such Note made and delivered pursuant to the Agreement of Purchase and Sale shall rank with and equal to each and every other Note. This note, all other Notes

and any "Demand Note" made and delivered pursuant to Section 2.5 of the Agreement of Purchase and Sale shall rank with and equal to each other in respect to any security for this note.

Interest not paid when due shall be added to the principal and shall bear interest thereafter. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereafter cease upon the principal so credited. Any unpaid principal shall bear interest as of the end of each calendar month at the lesser of nineteen and one-half percent (19 1/2%) per annum or the maximum rate allowed by law. Principal and interest payable in lawful money of the United States. If action be instituted on this note, we promise to pay such sum as the court may fix as attorneys' fees. This note shall be interpreted pursuant to the laws of the State of California.

A condition to Maker's execution of this note is that Peter S. Gold, Sydney M. Irmes, and/or David P. Rousso are not liable in their personal capacities as co-venturers of Maker, as general partners of GIR Properties or as trustees of the general partners of KP Realty.

The PPC Venture, a California joint venture
By all of its co-venturers

Peter S. Gold

Sydney M. Irmes

David P. Rousso

GIR Properties, a California general
partnership

By all of its general partners

Peter S. Gold

Sydney M. Irmes

David P. Rousso

KP Realty, a California general
partnership

By all of its general partners

Peter S. Gold 1983 Trust

By
Peter S. Gold, Trustee

Sydney M. Irmes 1983 Trust

By
Sydney M. Irmes, Trustee

David P. Rousso 1983 Trust

By
David P. Rousso, Trustee

NOTE

\$10,000.00

June 27, 1983
Los Angeles, California

FOR VALUE RECEIVED, The PPC Venture, a California joint venture, comprised of: Peter S. Gold; Sydney M. Irmes; David P. Rousso; JIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmes, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmes 1983 Trust and David P. Rousso 1983 Trust, promise to pay to NI Industries, Inc., incorporated in the State of Delaware, or order, at One Golden Shore, Long Beach, California the sum of TEN THOUSAND AND 00/100 Dollars (\$10,000.00) with interest thereon at a rate of per annum (computed on the basis of a 360-day year, actual days elapsed) one and three-quarters percent (1-3/4%) above the "Prime Rate" in effect from time-to-time. The term "Prime Rate" as used in this note shall mean at any time the rate of interest most recently announced within Wells Fargo Bank, N.A., a national banking association, and its successor in interest and assigns ("Bank") at its principal office in San Francisco as its prime rate, with the understanding that the Bank's prime rate is one of its base rates and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Bank may designate. Each change in the rate of interest shall become effective on the date each prime rate change is announced within the Bank.

Interest accrued on this note shall be payable on the 26th day of each month, commencing July 26, 1983.

Principal shall be payable on the 26th day of each month in fifty-nine (35) equal successive installments of TWO HUNDRED SEVENTY-SEVEN AND 77/100 DOLLARS (\$277.77) each, commencing July 26, 1983 and continuing up to and including May 26, 1986 with a final payment of principal in the amount TWO HUNDRED SEVENTY-EIGHT AND 05/100 DOLLARS (\$278.05) due and payable on June 26, 1986.

Notwithstanding the aforesaid, in the event that the net cash flow from operations of the business of Price Pfister, NI Industries, Inc. ("PPF") is inadequate to pay the principal and interest then due and payable on this note, payment of principal and interest may be deferred by the Maker pursuant to the Agreement of Purchase and Sale, dated June 27, 1983, by and between the Maker, the Payee and PPF ("Agreement of Purchase and Sale") Section 2.2b thereof; until such time as the aforesaid cash flow is sufficient to resume payments of principal and interest; except, however, that all unpaid principal and interest shall be due and payable on the earlier of: June 27, 1988; default on any obligation of the "Buyer" and/or PPF, as

EXHIBIT E

set forth in Article II or IX of Agreement of Purchase and Sale; except that in respect to the breach of any obligation as set forth in the aforesaid Article IX, the Buyer and/or PPF, as the case may be, shall have 30 days to cure any default after notice thereof is given by NI; default on the payment of principal or interest on the "Note", as defined in Section 2.2b of Agreement of Purchase and Sale; default on the payment of principal on the "Demand Note" as defined in Section 2.5 of the Agreement of Purchase and Sale; default on the payment of principal or interest when due on any other "Gap Note"; any default shall occur under the conditions applicable to any indebtedness of the Maker and/or PPF representing any borrowing or financing under any agreement other than the Agreement of Purchase and Sale and such default shall (i) consist of the failure to pay such indebtedness at the maturity thereof, (ii) continue unremedied for a period of time sufficient to permit acceleration of such indebtedness or (iii) continue unremedied (and not be waived by the holder thereof) for a period of 30 days after notice thereof to the Maker by the holder of this note; PPF or any of its subsidiaries shall (i) become insolvent or generally fail to pay its obligations as they fall due in the normal course of business, or admit in writing its inability to pay its debts as they become due (ii) apply for, consent to, or acquiesce in the appointment of a trustee, receiver or other custodian or (iii) have a proceeding brought against it under any bankruptcy or insolvency law for the protection of its creditors and such is not discharged or otherwise dismissed within 30 days.

The principal of this note may be paid down at any time without penalty except that prior to December 31, 1983 the outstanding principal balance shall not be paid down to less than \$8,333.38.

Failure by the holder to enforce any right that it may have by reason of the Maker not performing any obligation that it may have as set forth in this note shall not be deemed to be a waiver of any right that the holder may have pursuant to this note.

This note is a "Gap Note" as defined in and made and delivered pursuant to the provisions of Section 2.2b of the Agreement of Purchase and Sale and each such Gap Note made and delivered pursuant to the Agreement of Purchase and Sale shall rank with and equal to each and every other Gap Note.

Interest not paid when due shall be added to the principal and shall bear interest thereafter. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereafter cease upon the principal so credited. Any unpaid principal shall bear interest as of the

end of each calendar month at the lesser of nineteen and one-half percent (19 1/2%) per annum or the maximum rate allowed by law. Principal and interest payable in lawful money of the United States. If action be instituted on this note, we promise to pay such sum as the court may fix as attorneys' fees. This note shall be interpreted pursuant to the laws of the State of California.

A condition to Maker's execution of this note is that Peter S. Gold, Sydney M. Irmes, and/or David P. Rousso are not liable in their personal capacities as co-venturers of Maker, as general partners of GIR Properties or as trustees of the general partners of KP Realty.

The PPC Venture, a California joint venture
By all of its co-venturers

Peter S. Gold

Sydney M. Irmes

David P. Rousso

GIR Properties, a California general
partnership
By all of its general partners

Peter S. Gold

Sydney M. Irmes

David P. Rousso

KP Realty, a California general
partnership
By all of its general partners

Peter S. Gold 1983 Trust

By _____
Peter S. Gold, Trustee

Sydney M. Irmes 1983 Trust

By _____
Sydney M. Irmes, Trustee

David P. Rousso 1983 Trust

By _____
David P. Rousso, Trustee

100000

DEMAND NOTE
SECURED BY DEED OF TRUST
AND
DEED TO SECURE A DEBT

_____, 19_____, California

FOR VALUE RECEIVED, The PPC Venture, a California joint venture, comprised of: Peter S. Gold; Sydney M. Irmes; David P. Rousso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmes, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmes 1983 Trust and David P. Rousso 1983 Trust, promise to on demand pay to NI Industries, Inc., incorporated in the State of Delaware, or order, at One Golden Shore, Long Beach, California, the sum of _____, plus interest thereon from June 27, 1983, until demand is made for payment of this note.

Any demand for payment shall be honored within fourteen (14) calendar days from receipt.

A demand pursuant to this note shall be in writing and effective when delivered to the Buyer at:

In the absence of the Maker receiving a demand by the holder for payment in full of the principal amount of this note, prior to _____, 2003, the aforesaid \$_____ shall be due and payable on _____, 2003.

Failure by the holder to enforce any right that it may have by reason of the Maker not performing any obligation that it may have as set forth in this note shall not be deemed to be a waiver of any right that the holder may have pursuant to this note.

This note is a "Demand Note" as defined in and made and delivered pursuant to the provisions of Section 2.5 of the Agreement of Purchase and Sale dated as of _____, 1983, by and between the Maker of this note, the Payee of this note and Price Pfister, NI Industries, Inc. ("Agreement of Purchase and Sale") and shall rank in respect to the real property securing this note and any "Notes" with and equal to each and every "Note" made and delivered pursuant to Section 2.2b. of the Agreement of Purchase and Sale.

Interest not paid when due shall be added to the principal and shall bear interest thereafter. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereafter cease upon the principal so credited. Any unpaid principal shall bear interest as of the end of each calendar month at the lesser of nineteen and one-half percent (19 1/2%) per annum or the maximum rate allowed by law. Principal and interest payable in lawful money of the United States. If action be instituted on this note, we promise to pay such sum as the court may fix as attorneys' fees. This note shall be interpreted pursuant to the laws of the State of California.

Condition to Maker's execution of this note is that Peter S. Gold, Sydney I. Irmes, and/or David P. Rousso are not liable in their personal capacities as co-venturers of Maker, as general partners of GIR Properties or as trustees of the general partners of KP Realty.

The PPC Venture, a California joint venture
By all of its co-venturers

Peter S. Gold

Sydney M. Irmes

David P. Rousso

GIR Properties, a California general
partnership
By all of its general partners

Peter S. Gold

Sydney M. Irmes

David P. Rousso

KP Realty, a California general
By all of its general partners

Peter S. Gold 1983 Trust

By _____
Peter S. Gold, Trustee

Sydney M. Irmias 1983 Trust

By Sydney M. Irmias, Trustee

David P. Rousso 1983 Trust

By David P. Rousso, Trustee

SECURITY AGREEMENT

In consideration of \$10.00 and other things of value, receipt of which is hereby acknowledged by Price Pfister, NI Industries, Inc., a Delaware corporation ("Debtor"), the Debtor hereby grants to NI Industries, Inc., a Delaware corporation, with its principal place of business at One Golden Shore, Long Beach, California ("Secured Party"), security interests in any and all of the collateral described herein.

This Security Agreement is delivered pursuant to Section 1(e) of the Agreement of Purchase and Sale, dated June 7, 1983, as it may be amended as of the date of this Security Agreement ("Agreement of Purchase and Sale"), made by and between the Secured Party, the Debtor and The PPC Venture, a California joint venture, ("Buyer") comprised of: Peter S. Gold, Sydney M. Irmias; David P. Rouso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmias, and David P. Rouso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmias 1983 Trust and David P. Rouso 1983 Trust.

The security interests granted by this Security Agreement shall attach immediately upon the transfer of all the outstanding shares of the Debtor to the Buyer from the Secured Party and shall without reference to any other security for the benefit of the Secured Party or any other promises made for the benefit of the Secured Party secure the performance of Debtor's guaranty of the Note(s) and Demand Note made and delivered by Buyer to Secured Party pursuant to the Agreement of Purchase and Sale, which Note(s) and Demand Note represent a portion of the indebtedness of Buyer guaranteed by Debtor in a Continuing Guaranty of Price Pfister, NI Industries, Inc. the form of which is set forth as Exhibit "I" to the Agreement of Purchase and Sale ("Guaranty"), after its execution by the Debtor and delivery to the Secured Party.

The Debtor hereby grants to the Secured Party a security interest in all items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid ("Collateral"). The Secured Party may file with any Secretary of State or other appropriate government office forms UCC-1 and/or such other forms as may be appropriate to perfect and maintain the perfection of the above-stated security interests in the Collateral and the Debtor hereby appoints as its agents any officer of the Secured Party to act on behalf of the Secured Party to execute in the name of the Debtor and to file with any appropriate governmental office any document deemed appropriate by such officer of the Secured Party to perfect, further perfect and/or continue the perfection of any security interest granted

EXHIBIT G

y this Security Agreement in the Collateral. At such time as the balance of the principal sums of the Note(s) and Demand Note is paid down \$2,000,000.00 in the aggregate by Buyer, the security interests granted by this Security Agreement shall terminate and the Secured Party shall deliver to the Debtor any necessary documents duly executed that will terminate on the public record the security interests in the Collateral granted to the Secured Party by this Security Agreement.

The termination of the security interests granted by this Security Agreement shall not relieve the Debtor of any obligations as set forth in the Guaranty or otherwise be deemed to amend, modify or terminate the Guaranty.

As of even date herewith, the Debtor has granted a security interest in the Collateral to Wells Fargo Bank, with an office at 9600 Santa Monica Boulevard, Beverly Hills, California, or its assigns ("First Secured Party"), as security for the repayment by the Buyer to the First Secured Party of a loan in the maximum principal amount of \$4,900,000.00. Debtor warrants and represents to the Secured Party that it has not granted any security interests in the Collateral except to the First Secured Party as aforesaid and to the Secured Party by this Security Agreement. The Secured Party hereby acknowledges that Secured Party's security interest in the Collateral shall until such time as the aforesaid loan in the maximum principal amount of \$4,900,000.00 is repaid to the First Secured Party be junior and subordinate to only the security interests granted by the Debtor to the First Secured Party as aforesaid, except that in the event Buyer pays down the principal on the loan by Secured Party to an amount less than \$4,500,000.00, Secured Party agrees to subordinate its security interest in the Collateral to a security interest granted by Debtor to secure repayment of a new loan in the maximum principal sum of the amount equal to the difference of \$4,500,000.00 and any remaining balance of less than \$4,500,000 on the loan by First Secured Party.

During the term of this Security Agreement, the Debtor shall not without the prior written consent of the Secured Party:

1. not grant any security interest to or permit the perfection of a security interest to any party other than the First Secured Party and the Secured Party to any of its assets.
2. not be in default of any covenant contained in any other instrument which is security for the payment of principal and interest pursuant to the Note(s) and/or Demand Note or security for the payment of any obligation which the security therefor is senior to any security for the Note(s) and/or Demand Note.
3. not by express or implied agreement modify the terms of any note or obligation in favor of the First

Secured Party, the security for which is senior to the security for the Gap Note;

4. exercise reasonable precautions to safeguard all items of Collateral from theft, deterioration and loss;
5. maintain each item of Collateral in good working order so that each shall be able to perform its intended purpose;
6. not remove any of Secured Party's identification tags from any item of Collateral.
7. on the request of Secured Party, further physically identify every item of Collateral in a permanent and indelible manner.
8. deliver to the Secured Party evidence of insurance naming the Secured Party as an additional insured in form and substance and with a carrier satisfactory to Secured Party, insuring for replacement value all items of Collateral that are tangible property, such insurance to be cancellable only on thirty days prior written notice by the carrier to Secured Party. In the event that the insurance is not renewed within 30 days prior to its expiration or if the carrier notifies Secured Party that the insurance will be cancelled, Secured Party may obtain insurance coverage in form and substance acceptable to it and the Debtor shall forthwith reimburse the Secured Party for the cost of such replacement insurance and its reasonable out-of-pocket costs associated therewith.
9. apply all proceeds, from whatever source of insurance for loss, damage or destruction of any item of Collateral to the repair or replacement of any such item or, as their respective interests may appear, reduction of that owed by the Debtor to the First Secured Party or the Secured Party;
10. pay when due, except in the absence of a bona fide protest, at the sole expense of Debtor, all ad valorem and other taxes that may be assessed to the Debtor by reason of its ownership and/or possession of any item of Collateral;
11. not, except in the normal course of business move any item of Collateral to any other location; and,
12. allow Secured Party during normal business hours to inspect any item of Collateral.

If the Debtor at any time: fails to perform any promise; cause the failure of any condition; or, breaches any warranty of representation as set forth in this Security Agreement ("Event of Default") then all amounts owing to the Secured Party by the Debtor, payment of which is in any way secured by this Security Agreement, shall be immediately due and payable to the Secured Party, except that with respect to items 1 through 11 set forth above, the Debtor shall have 30 days to cure any default upon receipt of Notice of Default from Secured Party at 13500 Paxton, Encinitas, California, addressed to "The President."

As additional security, notwithstanding any other remedy that the Secured Party may have in the Event of Default, the Debtor hereby grants to Secured Party a license coupled with an interest to enter upon any premises or enclosure where any item of Collateral is located and take possession of and remove from any such premises and/or enclosure any item of Collateral that the Secured Party deems in its sole judgment advisable in order to preserve any item of Collateral and any security interest in any such item of Collateral. Debtor hereby appoints the president and any vice president of the Secured Party, or their delegated representative, the authority and power to take delivery and possession of all incoming mail; open such mail, and with respect to any check, bill of exchange, acceptance or order, endorse such in the name of the Debtor for deposit in an account maintained by the Secured Party for the purpose of safekeeping and the proceeds of any such check, bill of exchange, acceptance or order. The Secured Party shall turn all other correspondence over to the Debtor.

The waiver by Debtor or Secured Party of the performance of any covenant, condition or promise shall not invalidate this Security Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise. The waiver by the Debtor and/or Secured Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Security Agreement or by law shall not be a waiver of or exclude any other remedy whether any such other remedy is consistent or inconsistent.

This Security Agreement shall be interpreted pursuant to the laws of the State of California, and if any provision of this Security Agreement is held by a court of competent jurisdiction to be contrary to any such law, then such provision shall be deemed to have been deleted from the Security Agreement as of the time it was executed by the Debtor and the Secured Party and as so amended this Security Agreement shall remain in full force and effect.

This Security Agreement applies to, inures to the benefit of, and binds the Buyer, Debtor and Secured Party and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

This Security Agreement contains the entire agreement between the Secured Party and the Debtor in respect to the subject matter hereof, cancelling and superseding any prior negotiations, and can be amended only by a writing duly executed on behalf of the Debtor and Secured Party.

As used herein, the plural shall include the singular and the singular shall include the plural.

Delivered June 27, 1983 by the Debtor to the Secured Party.

Offered: Debtor

Peter S. Gold, President

Approved: Buyer: The PPC Venture
By all of its co-venturers

Peter S. Gold

Sydney M. Irmis

David P. Rousso

GIR Properties, a California general partnership

By all of its general partners

Peter S. Gold

Sydney M. Irmis

David P. Rousso

KP Realty, a California general partnership

By all of its general partners

Peter S. Gold 1983 Trust

By Peter S. Gold, Trustee

Sydney M. Irmias 1983 Trust

By Sydney M. Irmas, Trustee

David P. Roussso, 1983 Trust

By David P. Rouso, Trustee

Accepted:

Secured Party

10100	PADLOCKER CARTON GLUING MACHINE 7003	01	02511
10200	SKIN PACKAGING MACHINE	7512	01 02511
10300	PACKAGING MACHINE MDL 34	7204	01 02511
10400	MONOBAG BAGMAKER	7312	01 02511
10500	PACKAGING MACHINE MDL 34	7008	01 02511
10600	FILMSTAR PACKAGING MACH.	7912	01 02511)
10700	PORTAL PRINTER MODEL	7112	01 02511

EXHIBIT A

CORP BOOK 1-2 LIST

PRICE PFISTER.

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
10700	CADET PACKAGING MACHINE	7609	01	02511
10900	STEM & BONNET SEAT ASSY. MACH.	7306	01	02511
10900	STEM & BONNET SEAT ASSY. MACH.	7306	01	02511
11000	SHOWER HEAD ASSY. MACHINE	7311	01	02511
11100	AUTO. BRAZING MACHINE	7309	01	02511
11200	AUTO BRAZING SILVER SOLDER MACH	0101	01	02511
11300	AUTO BRAZING SILVER SOLDER MACH	7303	01	02511
11400	AUTO BRAZING SILVER SOLDER MACH	0101	01	02511
11500	TAPPING MACHINE KAUFMAN	0101	01	02511
11600	TAPPING MACHINE KAUFMAN	7906	01	02511
11700	TAPPING MACHINE KAUFMAN	0101	01	02511
11800	N.B.657 6-SPINDLE AUTO.CHUCKER	7906	01	02511
11900	N.B.656 6-SPINDLE AUTO.CHUCKER	7308	01	02511
12000	TAPPING MACHINE KAUFMAN	7208	01	02511
12100	TAPPING MACHINE KAUFMAN	7512	01	02511
12200	CHUCKING MACHINE GOSS & DELEEW	0101	01	02511
12300	OIL EXTRACTING MACHINE	7812	01	02511
12400	N.B.657 6-SPINDLE AUTO. CHUCKER	8011	01	02511
12500	CHUCKING MACHINE 6X6 3/4	0101	01	02511
12600	PIPE BENDING MACHINE	0101	01	02511
12700	N.B.695 6-SPINDLE AUTO. CHUCKER	7509	01	02511
12800	LATHE TURRET 16	0101	01	02511
12900	LATHE TURRET 16	0101	01	02511
13000	BORING MACHINE KINGSBURY	7512	01	02511
13100	N.B.6955 6-SPINDLE AUTO. CHUCKER	8004	01	02511
13200	CHUCKING MACH.1-2-3 GOSS & DELEE	7205	01	02511
13300	CHUCKING MACH.1-2-3 GOSS & DELEE	7712	01	02511
13400	CHUCKING MACH.1-2-3 GOSS & DELEE	7704	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO. DESCRIPTION ACQ DATE PLNT ACCT

13500 CHUCKING MACH. 1-2-3 GOSS & DELEE0008 01 02511

13600 CHUCKING MACH. 1-2-3 GOSS & DELEE0101 01 02511

13700 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

13800 CHUCKING MACH. 6X6 3/4 GOSS & DEL8109 01 02511

13900 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

14000 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

14100 CHUCKING MACH. 1-2-3 GOSS DELEE0101 01 02511

14200 CHUCKING MACH. 1-2-3 GOSS & DELEE0101 01 02511

14300 CHUCKING MACH. 1-2-3 GOSS DELEE0101 01 02511

14400 LATHE TURRET 14 0101 01 02511

14500 TUBE BENDER AUTOMATIC 0101 01 02511

14600 H.B. CHUCKING MACHINE 7008 01 02511

14700 H.B. 657 6-SP CHUCKING MACHINE 7512 01 02511

14800 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

14900 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

15000 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

15100 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

15200 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

15300 CHUCKING MACH. 1-2-3 GOSS & DELEE0101 01 02511

15400 CHUCKING MACH. 1-2-3 GOSS & DELEE0101 01 02511

15500 CHUCKING MACH. 1-2-3 GOSS & DELEE0101 01 02511

15600 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

15700 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

15800 CHUCKING MACH. 6X6 3/4 GOSS & DEL7105 01 02511

15900 CHUCKING MACH. 1-2-3 GOSS & DELEE7010 01 02511

16000 SURFACE GRINDER COUEL 0101 01 02511

16100 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

16200 CHUCKING MACH. 6X6 3/4 GOSS & DELE0101 01 02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
16300	CHUCKING MACH 6X6 3/4 GOSS & DELEO101	01	02511	
16400	CHUCKING MACH.1-2-3 GOSS & DELEO101	01	02511	
16500	CHUCKING MACH.1-2-3 GOSS & DELEO101	01	02511	
16600	CHUCKING MACH.1-2-3 GOSS & DELEO101	01	02511	
16700	CHUCKING MACH.1-2-3 GOSS & DELEO101	01	02511	
16800	CHUCKING MACH.6X6 3/4 GOSS & DELO101	01	02511	
16900	CHUCKING MACH 6X6 3/4 GOSS & DELO101	01	02511	
17000	CHUCKING MACH 6X6 3/4 GOSS & DELO101	01	02511	
17100	CHUCKING MACH.6X6 3/4 GOSS & DELO101	01	02511	
17200	CHUCKING MACH.6X6 3/4 GOSS & DELO101	01	02511	
17300	PRECISION BORING MACH. EXCELLO	0101	01	02511
17400	PRECISION BORING MACH. EXCELLO	0101	01	02511
17500	PRECISION BORING MACH. KINGSBURY0101	01	02511	
17600	PRECISION BORING MACH. KINGSBURY0101	01	02511	
17700	PRECISION BORING MACH. KINGSBURY7402	01	02511	
17800	BORING MACHINE EXCELLO	0101	01	02511
17900	BORING MACHINE EXCELLO	0101	01	02511
18000	BORING MACHINE HEALO	0101	01	02511
18100	BORING MACHINE HEALO	0101	01	02511
18200	BORING MACHINE EXCELLO	0101	01	02511
18300	BORING MACHINE EXCELLO	0101	01	02511
18400	1-SPINDLE HORIZONTAL DRILLING MA0101	01	02511	
18500	BORING MACHINE EXCELLO	0101	01	02511
18600	PRECISION BORING MACH.KINGSBURY 7204	01	02511	
18700	BORING MACHINE EXCELLO	0101	01	02511
18800	LATHE TURRET	0101	01	02511
18900	LATHE TURRET	0101	01	02511
19000	LATHE TURRET WARNER & SWASEY	0101	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO. DESCRIPTION ACQ DATE PLNT ACCT.

19100 LATHE TURRET 0101 01 02511

19200 LATHE TURRET WARNER & SWASEY 0101 01 02511

19300 LATHE TURRET 0101 01 02511

19400 LATHE TURRET WARNER & SWASEY 0101 01 02511

19500 CHUCKING MACH. 6X6 3/4 GOSS & DELO 0101 01 02511

19600 4 SPINDLE CHUCKING MACH. 6X6 3/4 0101 01 02511

19700 7 SP. 1-2-3 CHUCKING MACH. 0101 01 02511

19800 4 SPINDLE CHUCKING MACH. 6X6 3/4 0101 01 02511

20100 3-BOWL VIBRATORY TUMBLER ALMOO 7301 01 02511

20200 8FT ROTARY BUFF MACH. WITH ENCL 7812 01 02511

20300 8FT ROTARY BUFF MACH. WITH ENCL 7610 01 02511

20400 DUAL AUTO-POLISH SYSTEM WITH ENC 7505 01 02511

20500 GRAVIFLOW SPIN FINISH MACH. 0101 01 02511

20600 GRAVIFLOW SPIN FINISH MACH. 0101 01 02511

20700 5-STA ENCLOSED AUTO POLISH SYSTEM 0101 01 02511

20800 7-STA AUTO POLISH MACHINE 7512 01 02511

20900 AUTO POLISH MACH. 44 OPEN CTR. 7008 01 02511

21000 8FT. ROTARY AUTO POLISH MACHINE 7008 01 02511

21100 ROTOCONE TYPE N 7610 01 02511

21200 ROTOCONE TYPE N 0101 01 02511

21300 ROTOCONE TYPE N 7008 01 02511

21400 ROTOCONE TYPE N 0101 01 02511

22000 WASHER DEGREASER 8008 01 02511

22100 GAS & OIL FIRED BOILER #1 0101 01 02511

22200 GAS & OIL FIRED BOILER #2 0101 01 02511

22300 BRASS PLATING SYSTEM 7711 01 02511

22400 PLATING WASTE TREATMENT SYSTEM 7711 01 02511

22500 ZINC PLATING SYSTEM 3308 01 02511

CORP BOOK 1-2 LIST

PRICE REGISTER

ASSET NO.	DESCRIPTION	ACQ. DATE	PLNT.	ACCT
22600	NICKEL EVAPORATING SYSTEM	8103	01	02511
24100	ENGINE LATHE MONARCH	0101	01	02511
24200	ENGINE LATHE CLAUSING COLCH	0101	01	02511
24300	JIG BORER W.B. KIGHT	0101	01	02511
24400	ENGINE LATHE LEBLOND	0101	01	02511
24500	MILLING MACH. CINCINNATI	0101	01	02511
24600	LABORATORY EQUIPMENT	0101	01	02511
28000	AIR COMPRESSOR XLE	0101	01	02511
28100	IR COMPRESSOR XLE	0101	01	02511
28200	AIR COMPRESSOR XLE	7203	01	02511
28300	AIR COMPRESSOR DUPLEX XRE	0101	01	02511
28400	AIR COMPRESSOR ES	0101	01	02511
28500	AIR COMPRESSOR XLE	0101	01	02511
28600	ELECTRONIC COUNTING SCALE	8003	01	02511
29100	LOT OF MINOR MACHINERY	0101	01	02511
29200	GENERAL PLANT EQUIPMENT	0101	01	02511
29300	POWER FEED WIRING	0101	01	02511
29400	EQUIPMENT PIPING	0101	01	02511
29500	STANDARD TOOLS	0101	01	02511
29600	POWER FEED WIRING BLDG. 3	0101	01	02511
70100	MACHINERY STORED BLD E	0101	01	02511
70200	GEN. PLANT EQUIP BLD E	0101	01	02511
72100	STORED MACHINERY Y60	0101	01	02511
72200	TRACTOR LOADER FORD	0101	01	02511
72300	WHEEL LOADER HOUGH	0101	01	02511
72400	WHEEL LOADER	7101	01	02511
72500	PROPANE STORAGE TANK 30000 GAL	7302	01	02511
72600	PROPANE STORAGE TANK 30000 GAL	7309	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
22700	8 BELOW GROUND STORAGE TANKS	0101	01	02511
72800	EQUIPMENT PIPING Y80	0101	01	02511
72900	GEN. PLANT EQUIPMENT Y80	0101	01	02511
A11500	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A11600	M & E TRANSFER FROM OLD LEDGER	6307	01	02511
A11700	M & E TRANSFER FROM OLD LEDGER	6707	01	02511
A11800	M & E TRANSFER FROM OLD LEDGER	6707	01	02511
A12000	M & E TRANSFER FROM OLD LEDGER	6407	01	02511
A12100	M & E TRANSFER FROM OLD LEDGER	6607	01	02511
A12200	M & E TRANSFER FROM OLD LEDGER	6507	01	02511
A12300	M & E TRANSFER FROM OLD LEDGER	7007	01	02511
A12400	M & E TRANSFER FROM OLD LEDGER	6407	01	02511
A12500	M & E TRANSFER FROM OLD LEDGER	6707	01	02511
A12600	M & E TRANSFER FROM OLD LEDGER	6607	01	02511
A12700	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A12800	M & E TRANSFER FROM OLD LEDGER	6807	01	02511
A12900	M & E TRANSFER FROM OLD LEDGER	6807	01	02511
A13000	M & E TRANSFER FROM OLD LEDGER	6207	01	02511
A13100	M & E TRANSFER FROM OLD LEDGER	6307	01	02511
A13200	M & E TRANSFER FROM OLD LEDGER	6107	01	02511
A13300	M & E TRANSFER FROM OLD LEDGER	6607	01	02511
A13400	M & E TRANSFER FROM OLD LEDGER	6607	01	02511
A13500	M & E TRANSFER FROM OLD LEDGER	6407	01	02511
A13600	M & E TRANSFER FROM OLD LEDGER	5501	01	02511
A13700	M & E TRANSFER FROM OLD LEDGER	6707	01	02511
A13800	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A13900	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A14000	M & E TRANSFER FROM OLD LEDGER	7007	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A14100	M & E TRANSFER FROM OLD LEDGER	6607	01	02511
A14200	M & E TRANSFER FROM OLD LEDGER	6707	01	02511
A14300	M & E TRANSFER FROM OLD LEDGER	6807	01	02511
A14400	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A14500	M & E TRANSFER FROM OLD LEDGER	6607	01	02511
A14600	M & E TRANSFER FROM OLD LEDGER	6807	01	02511
A14700	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A14800	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A14900	M & E TRANSFER FROM OLD LEDGER	6907	01	02511
A15000	M & E TRANSFER FROM OLD LEDGER	7007	01	02511
A15200	REBUILT BORING MACHINE EX-CELL-07009		01	02511
A15300	HTG CHAMBER SPREADER	7107	01	02511
A15400	GRANULATORS IMBB FOR 3 INJ MOLD	7102	01	02511
A15500	FRAMES BOXES & RACKS IRS RECLASS	6908	01	02511
A15600	REBUILD 1124 MILLING MACHINE	7202	01	02511
A15700	HOUSING PANELS FOR POLISHER	7202	01	02511
A15800	VENTILATION SYSTEM FOR EXHAUST	7208	01	02511
A15900	BRIDGEPORT BRACKET	7208	01	02511
A16000	SOLID STATE CTRL BODOLAY PKG	MAC7303	01	02511
A16100	FIRE SPRINKLERS IN POLISHING	DUC7304	01	02511
A16200	BUILD 2 CONTROL PANELS DRWG	Y287307	01	02511
A16300	200AMP 600VOLT TRANSFER SWITCH	PNL 7308	01	02511
A16400	REBUILD GOSS & DELEE 1-2-3	SN167309	01	02511
A16600	2 CNTRL PANELS BUILT H HOFFMAN	E7309	01	02511
A151000	MAIN SWITCHBOARD WIRING	7007	01	02511
A152100	SARTORIUS BALANCE MDL 2462	7011	01	02511
A154500	ASSY MACH UNIVERSAL CARTRIDGE	VA7012	01	02511
A155300	PORTABLE WATER CHILLER ACS	7101	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A155800	BALL & JEWEL GRANULATOR MOD M-887102	01	02511	
A155900	FAB & INSTALL OF SDOCTS POLISHER7102	01	02511	
A157800	OVERPRINTER MDL 236 TO PRT CELLO 7104	01	02511	
A157900	USED COMPRESSOR MDL 23404	7104	01	02511
A158000	WATER CIRC & TEMP CONTROL UNIT	7104	01	02511
A158400	USED MICROMETER	7104	01	02511
A158500	AUTO BAR MACHINE NEW BRIT	7104	01	02511
A161700	MODEL 6211 SINGLE ZONE WATER UNI7106	01	02511	
A161900	SAW BLADE GRINDER TYPE CV	7105	01	02511
A162000	HYDRAULIC PRESS	7106	01	02511
A162100	AIR FLOW BUFF MACHINE	7105	01	02511
A163200	PORTABLE RADIO MDL HH300	7107	01	02511
A164100	EVAPORATIVE COOLER 10500 CEM	7108	01	02511
A164200	ULTRASONIC VAPOR DEGREASER	7108	01	02511
A164300	FINISHING MACHINE ALMCO MDL OR-17108	01	02511	
A164400	SPECTRO PHOTOMETER	7108	01	02511
A202600	10 FT SELF-PACK EXHIBIT STRUCTUR7509	01	02511	
A550300	PRESSURE DELAY TESTER USON MDL 37109	01	02511	
A550500	AUTO CHUCKING MACHINE NEW BRITA17110	01	02511	
A550900	1505X54 CENTERS LE BLOND REGAL L7111	01	02511	
A551100	NICKEL TANK	7111	01	02511
A551200	AUTO CONTROL TIMER PANELS TWO	7111	01	02511
A551400	ONE TON JIB CRANE	7112	01	02511
A551500	CONTROL PANEL FOR CORE BLOW MACH7112	01	02511	
A551600	SCALE 2181-33-20782	7112	01	02511
A552000	SUMP CLEANER MDL AX5504 150 CEC07201	01	02511	
A552100	DESIKATOR MDL 1	7201	01	02511
A552500	STAPLE MACHINE INTL	7202	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
ASS2600	AUTO TIMER CONTROL PANELS	7202	01	02511
ASS3100	MORRIS MOD4JC14 SCURRY PUMP	7203	01	02511
ASS3200	FLEX TUBE FILTRATION SYSTEM	7203	01	02511
ASS3600	FINISHING MACHINE ALMCO MOD OR-27204	01		02511
ASS3700	DRILL PRESS 17 INCHES	7204	01	02511
ASS3800	HOLDMATIC POWER UNIT	7204	01	02511
ASS4400	PLASTER MIXER	7205	01	02511
ASS4500	SIMPSON MORTO MULLER	7205	01	02511
ASS4600	MATERIAL HANDLING SYSTEM	7205	01	02511
ASS4700	HORIZONTAL BUCKET CONVEYOR	7206	01	02511
ASS4800	SCALE 2151SS21914	7206	01	02511
ASS5500	CHUCKING MACHINE	7208	01	02511
ASS5600	BORING MACHINE EXCELL MOD 218	7208	01	02511
ASS5900	HI-DRI MODEL 100	7210	01	02511
ASS6100	FLOWMETERING SYSTEMS	7211	01	02511
ASS6300	POLISHING AND BUFFING MACHINE AC7211	01		02511
ASS6400	STEEL BELT CONVEYORS	7212	01	02511
ASS6800	STRIP TANK	7212	01	02511
ASS7600	NICHOLS MILLING MACHINE MOD 3A	7303	01	02511
ASS7700	PRECISION PUMP MDL9702-21	7305	01	02511
ASS7800	WATER SOFTENER RDE 40-1 S N 17647305	01		02511
ASS9000	2 CONTROL PANELS	7401	01	02511
ASS9100	MODEL M-300-4 TOUCH N-SEAL, QUICK	7401	01	02511
ASS9300	#59-LAI HEAVY DUTY AIR DIGGER	7402	01	02511
ASS9400	STRIP AND RELINE 2 CHROME AND 1	7402	01	02511
ASS9500	2 CONTROLS PANELS IN HOFFMAN ENC	7402	01	02511
AS60300	ALMCO PORTABLE ROTARY SCREEN CLA7403	01		02511
AS60500	#612 PRECISION SURFACE GRINDER	7404	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A560700	CONTROL PANELS	7404	01	02511
A561000	ROCKWELL CUT OFF MACHINE #20-2207408	01	02511	
A561100	REBUILD 30 TON TRIM PRESS S/N 117408	01	02511	
A561300	#555 AUTOMATIC DOUBLE RIVET MACH7411	01	02511	
A561400	REBUILD 30 TON KARD TRIM PRESS	7412	01	02511
A561500	EQUIPMENT TO AUTOMATE 200 TON IN7501	01	02511	
A561600	RECTIFIERS FOR PLATING MACHINES	7502	01	02511
A561700	10X30 DISPLAY EXHIBIT WITH ACCESS7502	01	02511	
A561800	VISUAL PACKAGING MACHINE	7502	01	02511
A562100	SUPERIOR HONING MACHINE	7503	01	02511
A562200	ROCKWELL #17-663 FOUR-SPINDLE DR7503	01	02511	
A562300	MDL 656 AUTO-CHUCKER WITH ACCESS7503	01	02511	
A562400	ROCKWELL #15-482 DRILL PRESS HEA7505	01	02511	
A562500	ROCKWELL #15-489 DRILL PRESS HEA7505	01	02511	
A562600	LABEL MARKING MACHINE MDL. 77	7505	01	02511
A563000	UNION NUT ASSEMBLY DRIVER	7508	01	02511
A563100	EQUIP TO AUTOMATE 2 INJ HOLDING	7510	01	02511
A564400	TOOLING & EQUIPMENT FOR STRY SID7512	01	02511	
A564800	RELOCATE 125HP AIR COMPRESSOR	7512	01	02511
A565600	102 WORK-O-MATIC BOXES	7604	01	02511
A565700	40000 GAL OIL TANK TO CONVERT 807604	01	02511	
A566300	RELOCATION OF 200 HP COMPRESSOR	7606	01	02511
A566400	MODEL 210 AUTO FLOW-TESTER	7606	01	02511
A567000	VIBRATOR OR-20	7610	01	02511
A567200	AIRGRIT MACHINE MDL 7002	7611	01	02511
A567300	EQUIPMENT TO REBUILD NEW BRITAIN7611	01	02511	
A567800	HAMMOND DOUBLE MOTOR POLISHING L7704	01	02511	
A568100	DEHUMIDIFYING DRYER C101	7705	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A569100	AIR CHECK WASHER STATION	7711	01	02511
A569300	MORRIS HORIZONTAL PUMP	7711	01	02511
A569800	2 PALLET HAND TRUCKS	7712	01	02511
A570100	STORAGE RACKS FOR PLANT	7712	01	02511
A570400	HEAVY DUTY PRIME MOVER	7802	01	02511
A570500	PLATING RACKS	7902	01	02511
A570800	EXHIBIT FOR NAHB SHOW	7903	01	02511
A571000	BLACK DIAMOND DRILL GRINDER	7903	01	02511
A571300	ACME 72 IN. CAST IRON TOP TABLE	7904	01	02511
A571500	PUMP FOR LUBRICANTS STORAGE	7806	01	02511
A571600	5-STATION TEST FIXTURE FOR FIBER	7806	01	02511
A572000	MATERIAL CONTROL BOXES	7809	01	02511
A572300	ULTRASONIC CLEANING SYSTEM FOR	7809	01	02511
A572500	PALLET RACKS	7809	01	02511
A572600	PUMP TO REMOVE WASTE MATERIALS	7811	01	02511
A572700	REBUILDING THE MULLER	7912	01	02511
A573200	2 SEAT WASHER ASSEMBLY MACHINES	7812	01	02511
A573900	OPTICAL COMPARATOR	7901	01	02511
A574000	ELECTRIC UNIT SUB 2 AN OTHER ELE	7902	01	02511
A574400	10 STORAGE RACKS FOR PLATING RAC	7904	01	02511
A574500	ADDITIONAL EQUIPMENT AND LABOR	7905	01	02511
A574600	USED HAMMOND POLISHING LATHE	7905	01	02511
A574700	NEW TANK FOR STRIPPING SYSTEM	7905	01	02511
A574900	CHEMICAL TESTING EQUIPMENT	7906	01	02511
A575500	WORK-O-MATIC BOXES	7909	01	02511
A575600	CARBON TREATMENT SYSTEM FOR PLAT	7909	01	02511
A576300	TWO 6000 GAL. FUEL TANKS	7909	01	02511
A576400	HARDWARE SHOW DISPLAY	7909	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A576500	ABRASIVE BELT STRAPPING HEAD	7710	01	02511
A577000	ROTARY SAW CUT-OFF ATTACHMENT	7912	01	02511
A577400	SPRINKLERS IN POLISHING HOUSES	8003	01	02511
A577500	SCOTMAN SKID BUILDING	8003	01	02511
A577600	MATERIAL CONTROL BOXES	8003	01	02511
A577700	EQUIPMENT FOR METAL RECLAMATION	8004	01	02511
A577800	20X24 HINGED ACCESS DOORS	8004	01	02511
A578200	GRANULATOR AUGER-NIZER	8005	01	02511
A578300	ADDITIONAL EQUIP FOR PLATING	MAC8006	01	02511
A578400	PORTABLE CHILLER AC-3	8006	01	02511
A578500	PORTABLE CHILLER AC-3	8006	01	02511
A579200	EQUIPMENT FOR ASSEMBLY DEPT.	8008	01	02511
A580400	36 DYNA-RAY EMERGENCY LIGHTS	8010	01	02511
A580500	EQUIPMENT FOR INJ. MOLD. PP 57608011	01		02511
A580600	EQUIPMENT FOR INJ. MOLD PP 5759 3011	01		02511
A580700	500 PLATING RACKS	8011	01	02511
A582500	2 MOTORIZED STOCK REEL	8012	01	02511
A582700	ELECTROWRITER EQUIPMENT	8102	01	02511
A582800	EQUIPMENT FOR PARTS STRIPPING	SY8102	01	02511
A582900	ENERGY CONSERVATION SYSTEM	8102	01	02511
A583500	6 HEATERS	6104	01	02511
A583600	NC1.5850 ELECTRONIC SCALE	8104	01	02511
A583700	2 SOUND ENCLOSURES FOR N.B. MACH	8105	01	02511
A583900	PUMP FOR WASTE TREAT SYSTEM	8105	01	02511
A584200	AIR MOTOR FOR ASSEMBLY	8110	01	02511
A585800	2 HYDRAULIC PRESSES	8111	01	02511
A586000	TROLLEY & HOIST	8111	01	02511
A586100	ROCKWELL 17 IN DRILL PRESS	8111	01	02511

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
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AS86200	PLATFORM LIFTER	8111	01	02511
AS86300	PARTS CLEANER GRAY MILLS 500A	8111	01	02511
AS86400	PARTS CLEANER GRAY MILLS 800A	8111	01	02511
AS86600	HAND GRINDER 623E BALDOR	8111	01	02511
AS86800	15X30 LEBLOND REGAL LATHE	8111	01	02511
AS86900	M12 VAPOR BLAST MACHINE	8111	01	02511
AS87000	STENNING BORESCOPE	8111	01	02511
AS87100	MACHIDA FIBERSCOPE 9MM	8111	01	02511
AS87200	TONNAGE MONITOR	8111	01	02511

TOTALS FOR ACCT. NO. 02511

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35100	METAL RECOVERY SYSTEM	7904	01	02512
35200	SCALE MDL. 2151	7105	01	02512
35300	GAS POWERED FLOOR SWEEPER	8102	01	02512
35400	GENERAL PLANT EQUIPMENT	0101	01	02512
35500	EQUIPMENT PIPING	0101	01	02512

TOTALS FOR ACCT. NO. 02512

30100	9 CORE BLOWERS REDFORD	7106	01	02513
30200	2 CORE BLOWER BELT CONVEYORS	0101	01	02513
30300	ELEVATOR TYPE TOWER CORE & HOLD	00101	01	02513
30400	SHELL CORE MACHINE	0101	01	02513
30600	SAND HANDLING SYSTEM	7106	01	02513
30700	LINE 1 AUTO MOLDING SYSTEM	0101	01	02513
30800	SNAG GRINDER BAGHOUSE SYSTEM	0101	01	02513
30900	SAND STORAGE & HANDLING SYSTEM	0101	01	02513
31000	25-TON BRIDGE CRANE	7106	01	02513
31100	3-TON BRIDGE CRANE	0101	01	02513
31200	LINE 1 FURNACE SYSTEM	0101	01	02513

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CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
31300	LINE 1-BAGHOUSE SYSTEM	0101	01	02513
31400	DIESEL GENERATOR	7206	01	02513
31500	14 SETCO SINGLE SPINDLE GRINDERS	7106	01	02513
31600	4 DO ALL BAND SAWS	0101	01	02513
31800	SHELL CORE MACHINE	7512	01	02513
31900	SAND HANDLING SYSTEM FOR LINE 2	7512	01	02513 1,
32000	LINE 2 AUTO MOLDING SYSTEM	0101	01	02513
32100	LINE 2 FURNACE SYSTEM	7512	01	02513 1,
32200	LINE 2 BAGHOUSE SYSTEM	0101	01	02513
32300	SUPER TUMBLAST MACHINE	7512	01	02513
32400	WHEELABRATOR	0101	01	02513
32500	AIR HEAT EXCHANGE SYSTEM	8110	01	02513
32600	CASTINGS HANDLING SYSTEM	8110	01	02513
A25400	DIETERT SAND LAB EQUIP	7107	01	02513
A25500	3 DOWNS MODIFIED PALLET HOOKS	7107	01	02513
A25600	LABOR AND MATERIAL FOR MAIN FEED	7107	01	02513
A25700	VARIOUS FINAL INSTALLATION WORK	7107	01	02513
A25800	2 APEX SELF DUMPING HOPPERS	7108	01	02513
A25900	FURNISH AND INSTALL REES BAG HOU	7108	01	02513
A26000	SPARE FURNACE POURING AND REFILL	7104	01	02513
A26100	VARIOUS INSTALLATIONS	7201	01	02513
A26200	VARIOUS ELECTRICAL AND INSTALLAT	7204	01	02513
A26300	INSTALL ONE PERMANENT BEAM	7212	01	02513
A26400	INSTALL ALARM SYSTEM FOR FURNACE	7301	01	02513
A26500	ELECTRICAL OUTLETS SAND SYSTEM	A7304	01	02513
A26600	ELECTRICAL WORK TO WHEELABRTR	AH7306	01	02513
A26700	HOFFMAN CONTROL PANEL FOR CORE	B7307	01	02513
A26800	CONVEYOR BELTS FOR UNITS 18 AND	7308	01	02513

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A26900	SHUTTLE POURING DEVICE HOOD AND	7312	01	02513
A552200	PANGBORN UNIT TYPE BAGHOUSE CH-27201	01	02513	
A552300	NORTH AMERICAN TURBO BLOWER 23227201	01	02513	
A553300	SQUEEZE CYLINDER HC-10X34-PT	7203	01	02513
A554000	FALK MOTOREDUCER #770042-7527E2	7204	01	02513
A554900	NATIONAL FALK REDUCER	7204	01	02513
A555900	KELCO DRY SYPHON HONE CABINET KF7208	01	02513	
A556000	#8 INGERSOLL-RAND AIR DRYER	7210	01	02513
A557000	CONTINUOUS WHEELABRATOR INFEED C07212	01	02513	
A558400	BRASS RECOVERY SYSTEM	7307	01	02513
A559600	MORRIS MODEL 1JC8 HEAVY DUTY SLU7402	01	02513	
A560800	CONTROL PANEL FOR SAND PREPARATI7407	01	02513	
A560900	CB-202 CLIPPER COMPACT BRICKSAW	7407	01	02513
A563200	5 AIR CYLINDERS FOR MOLD MACHINE7511	01	02513	
A564600	ELECTR WIRING OF VOLMER SAWS SHA7512	01	02513	
A565800	RAM JOLT ASSEMBLY FOR MOLDING L17604	01	02513	
A566600	DUCTING IN FOUNDRY SAND SYSTEM	7608	01	02513
A567400	EQUIPMENT & INSTALLATION FOR NEW7612	01	02513	
A568000	STERLING 200HP ELECTRIC MOTOR	7705	01	02513
A568300	BACKPLATE WHEEL AND SHAFT	7706	01	02513
A568400	SHUTTLE CARRIAGE ASSEMBLY	7707	01	02513
A568500	OIL COOLING SYSTEM FOR SHAKE-OUT7708	01	02513	
A568600	QUIET AIR LOWER CASE FOR MELTING7709	01	02513	
A568700	UPPER CASE FOR FURNACE	7710	01	02513
A569200	REBUILT WHEELABRATOR OF MOLDING	7711	01	02513
A571900	FOUNDRY ENVIRONMENTAL PROJECT-SA7309	01	02513	
A573600	3F 10SH REDUCER FOR MULLER	7812	01	02513
A574200	HI-VAC MDL 240 VACUUM CLEANER	7903	01	02513

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
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AS80200	INGERSOLL-RAND 318 HOIST	8008	01	02513
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AS84000	MUD RECYCLING SYSTEM	8106	01	02513
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AS84800	FOUNDRY MOLD LINE	8110	01	02513
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TOTALS FOR ACCT. NO. 02513				
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60100	LOT MINOR MACHINERY	0101	01	02514
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60200	GENERAL PLANT EQUIPMENT	0101	01	02514
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TOTALS FOR ACCT. NO. 02514				
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62100	15X40 LATHE	0101	01	02515
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63100	12-1/2 X 42 LATHE	7609	01	02515
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63200	ENGINE LATHE	0101	01	02515
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63300	ENGINE LATHE	0101	01	02515
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63400	A-STATION FLOW TEST BENCH	0101	01	02515
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64100	LOT MINOR MACHINERY	0101	01	02515
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64200	POWER FEED WIRING	0101	01	02515
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64300	EQUIPMENT PIPING	0101	01	02515
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64400	GENERAL PLANT EQUIPMENT	0101	01	02515
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64500	STANDARD TOOLS	0101	01	02515
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TOTALS FOR ACCT. NO. 02515				
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40100	CHIP OIL CENTRIFUGE	0101	01	02516
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40200	BAR STOCK MONORAIL	0101	01	02516
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40300	ROTARY DIE THREADER	0101	01	02516
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40400	DBLE-STROKE DIE COLD HDR	0101	01	02516
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40500	HI SPD DBLE-STR COLD HDR.	7512	01	02516
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40600	5 SPINDLE SCREW MACHINE	0101	01	02516
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40700	5 SPINDLE SCREW MACHINE	0101	01	02516
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40800	5 SPINDLE SCREW MACHINE	0101	01	02516
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40900	5 SPINDLE SCREW MACHINE	0101	01	02516
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CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
41000	5 SPINDLE SCREW MACHINE	0101	01	02516
41100	5 SPINDLE SCREW MACHINE	7812	01	02516
41200	5 SPINDLE SCREW MACHINE	7312	01	02516
41300	6 SP. MDL. 62 SCREW MACH.	7312	01	02516
41400	6 SP. MDL. 61 SCREW MACH.	7111	01	02516
41500	6 SP MDL. 61 SCREW MACH.	0101	01	02516
41600	6SP MDL. 601 SCREW MACH.	0101	01	02516
41700	6 SP. MDL 60 SCREW MACH.	0101	01	02516
41800	6 SP. MDL. 601 SCREW MACH	0101	01	02516
41900	6 SP MDL. 60 SCREW MACH	0101	01	02516
42000	5 SP SCREW MACHINE	0101	01	02516
42100	6 SP. MDL. 60 SCREW MACH	0101	01	02516
42200	6 SP SCREW MACHINE.	0101	01	02516
42300	6 SP MDL. 60 SCREW MACH	0101	01	02516
42400	5 SP SCREW MACHINE	0101	01	02516
42500	HORIZ SURFACE GRINDER	0101	01	02516
42600	HYBEO TAP GRINDER W/CAB.	0101	01	02516
42700	40 TON H FRAME HYDR.PRESS	0101	01	02516
42800	8 SP. AUTO. BAR MACHINE	0101	01	02516
42900	6 SP. AUTO. BAR MACHINE	0101	01	02516
43000	6 SP. AUTO. BAR MACHINE	0101	01	02516
43100	6 SP. AUTO. BAR MACHINE	7508	01	02516
43200	6 SP. AUTO. BAR MACHINE	7709	01	02516
43300	6 SP. AUTO. BAR MACHINE	0101	01	02516
43400	6 SP. AUTO. BAR MACHINE	7803	01	02516
43500	6 SP. AUTO. BAR MACHINE	7812	01	02516
43600	6 SP AUTO. BAR MACHINE	0101	01	02516
43700	6SP. AUTO. BAR MACHINE	0101	01	02516

COBP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO. DESCRIPTION ACQ. DATE PLNT ACCT.

43800	4 SP. AUTO. BAR MACHINE	0101	01	02516
43900	6 SP. AUTO. BAR MACHINE	0101	01	02516
44000	6 SP. AUTO. BAR MACHINE	0101	01	02516
44100	6 SP. AUTO. BAR MACHINE	0101	01	02516
44200	6 SP. AUTO. BAR MACHINE	0101	01	02516
44300	6 SP. AUTO. BAR MACHINE	0101	01	02516
44400	6 SP. AUTO. BAR MACHINE	7506	01	02516
44500	6 SP. AUTO. BAR MACHINE	7306	01	02516
44600	OIL EXTRACTOR SYSTEM	0101	01	02516
44700	CUTTING OIL RECIRCULATION SYSTEM	0101	01	02516
44800	CONVEYOR TYPE DEGREASER	7011	01	02516
44900	BAR STOCK MONORAIL	0101	01	02516
45000	DIE CAST MACHINE B&T	7908	01	02516
45100	DIE CAST MACHINE HPM	7303	01	02516
45200	DIE CAST MACHINE B&T	0101	01	02516
45300	DIE CAST MACHINE B&T	7512	01	02516
45400	DIE CAST MACHINE GREENLEE	0101	01	02516
45500	DIE CAST MACHINE B&T	7906	01	02516
45600	DIE CAST MACHINE GREENLEE	0101	01	02516
45700	DIE CAST MACHINE B&T	7203	01	02516
45800	MELT FURNACE	0101	01	02516
45900	MELT FURNACE	0101	01	02516
46000	MELT FURNACE	0101	01	02516
46100	MELT FURNACE	0101	01	02516
46200	MELT FURNACE	0101	01	02516
46300	MELT FURNACE	0101	01	02516
46400	MELT FURNACE	0101	01	02516
46500	MELT FURNACE	0101	01	02516

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
46600	MELT FURNACE BRICK TYPE	0101	01	02516
46700	MELT FURNACE BRICK TYPE	0101	01	02516
46800	TUMBLAST SYSTEM	0101	01	02516
46900	DIE CAST TRIM PRESS	0101	01	02516
47000	DIE CAST TRIM PRESS	0101	01	02516
47100	DIE CAST TRIM PRESS	7303	01	02516
47200	DIE CAST TRIM PRESS	0101	01	02516
47300	DIE CAST TRIM PRESS	0101	01	02516
47400	DIE CAST TRIM PRESS	0101	01	02516
47500	DUST COLLECTOR FOR MELT FURNACE	0101	01	02516
48000	150T STRAIGHT SIDE PRESS	7512	01	02516
48100	PUNCH PRESS BLISS CH35	0101	01	02516
48200	PUNCH PRESS WALSH 55	0101	01	02516
48300	PUNCH PRESS NIAGARA A3 1/2	0101	01	02516
48400	PUNCH PRESS WARCO 50	0101	01	02516
48500	PUNCH PRESS NIAGARA A3 PL	0101	01	02516
48600	PUNCH PRESS BLISS C110	0101	01	02516
48700	PUNCH PRESS NIAGARA A3	0101	01	02516
48800	PUNCH PRESS NIAGARA A3 1/2	0101	01	02516
48900	PUNCH PRESS NIAGARA 3	0101	01	02516
49000	BRIDGE CRANE 1 TON CAP.	0101	01	02516
49200	AIR COMPRESSOR XLE	7807	01	02516
49300	LOT MINOR MACHINERY	0101	01	02516
49400	POWER FEED WIRING	0101	01	02516
49500	EQUIPMENT PIPING	0101	01	02516
49600	GENERAL PLANT EQUIPMENT	0101	01	02516
49700	STANDARD TOOLS	0101	01	02516

* * TOTALS FOR ACCT NO 02516

CORP BOOK 1-2 LIST PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
50100	INJECTION MOLD MACH. 300 TON	0101	Q1	02517
50200	INJECTION MOLD MACH. 300 TON	0101	Q1	02517
50300	INJECTION MOLD MACH. 300 TON	7108	Q1	02517
50400	INJECTION MOLD MACH. 200 TON	7107	Q1	02517
50500	INJECTION MOLD MACH. 50RS 3 1/2 8011	01		02517
50600	INJECTION MOLD MACH. 50RS 3 1/2 8011	01		02517
50700	INJECTION MOLD MACH. 200 TON	0101	Q1	02517
50800	INJECTION MOLD MACH. 300 TON	7909	Q1	02517
50900	INJECTION MOLD MACH. 300 TON	7909	Q1	02517
51000	INJECTION MOLD MACH. 300 TON	7909	Q1	02517
51100	INJECTION MOLD MACH. 200 TON	7108	Q1	02517
51200	INJECTION MOLD MACH. 200 TON	0101	Q1	02517
51300	INJECTION MOLD MACH. 200 TON	0101	Q1	02517
51400	COOLING TOWER	0101	Q1	02517
55100	6 SPINDLE FURREL DRILL	0101	Q1	02517
55200	PUNCH PRESS 4 1/2	0101	Q1	02517
55300	JIG BONE MACHINE	0101	Q1	02517
55400	TRACE-MASTER	0101	Q1	02517
55500	HORIZONTAL MILL 12	0101	Q1	02517
55600	MASTERMILL VERTICAL MILL	0101	Q1	02517
55700	15X30 REGAL LATHE	0101	Q1	02517
55800	15X54 REGAL LATHE	0101	Q1	02517
55900	15X45 REGAL LATHE	0101	Q1	02517
56000	14X57 REGAL LATHE	0101	Q1	02517
56100	15X54 REGAL LATHE	7111	Q1	02517
56200	15X54 REGAL LATHE	8111	Q1	02517
56300	17X82 REGAL LATHE	0101	Q1	02517

CQ8P 809K 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ. DATE	PLNT	ACCT
56500	19X54 REGAL LATHE	8111	01	02517
56600	16X71 LATHE	0101	01	02517
56700	14X71 LATHE	0101	01	02517
56800	METAL CUTTING BAND SAW	2610	01	02517
56900	PANTOGRAPH MACHINE	0101	01	02517
57000	WET SURFACE GRINDER	8111	01	02517
57100	6-HEAD CHUCKING MACHINE	0101	01	02517
57200	BRIDGE CRANE 2 TON CAP	0101	01	02517
57300	MONORAIL SYSTEM	0101	01	02517
57600	UNIVERSAL GRINDER 10X24	0101	01	02517
57700	THREAD GRINDER	7607	01	02517
57800	TAP GRINDER	0101	01	02517
57900	WET SURFACE GRINDER	0101	01	02517
58000	CUTTER & TOOL GRINDER	7207	01	02517
58100	CUTTER & TOOL GRINDER	0101	01	02517
58200	CUTTER & TOOL GRINDER	0101	01	02517
58300	CUTTER & TOOL GRINDER	0101	01	02517
58400	CUTTER & TOOL GRINDER	0101	01	02517
58500	CUTTER & TOOL GRINDER	0101	01	02517
58600	OPTICAL COMPARATOR	7706	01	02517
58700	OPTICAL COMPARATOR	0101	01	02517
59100	LOT MINOR MACHINERY	0101	01	02517
59200	POWER FEED WIRING	0101	01	02517
59300	EQUIPMENT PIPING	0101	01	02517
59400	GENERAL PLANT EQUIPMENT	0101	01	02517
59500	STANDARD TOOLS	0101	01	02517
* * TOTALS FOR ACCT. NO. 02517				
87600	GENERAL WHSE. EQUIPMENT	0101	01	02531

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO. DESCRIPTION ACQ DATE PLNT ACCT

A29000 CHICAGO WHSE EQUIP 6601 01 02531

A29100 CHICAGO WHSE EQUIP 7001 01 02531

A29200 TWO WALNUT TABLES AND CHAIRS 7105 01 02531

A181900 UNICOM ELECTRONIC CALCULATOR 7210 01 02531

A185900 WATER COOLER SN 3D65527 7304 01 02531

A195400 FACIT ELECTRONIC PRINTING CALCUL 7401 01 02531

A202500 COPYING MACHINE 220SYS (HSL) 7508 01 02531

A209600 METAL SHELVING FOR WHSE 7610 01 02531

* * TOTALS FOR ACCT. NO. 02531

88000 BATTERY FORKLIFT 7304 01 02532

88100 GENERAL WHSE EQUIPMENT 0101 01 02532

A30000 CHAIR AND ADDING MACHINE 6507 01 02532

A30100 TWO ADDING MACHINES AND CHAIR 4907 01 02532

A30200 COPYING MACHINE SAVING 210 7007 01 02532

A30300 VARIOUS OFFICE FURNITURE 7007 01 02532

A30400 DESK AND CHAIR 7008 01 02532

A159500 CHAIR 7103 01 02532

A182000 SPEED-O-PRINT PHOTOCOPIER MOD 907211 01 02532

A182100 DESK 7211 01 02532

A191900 DESERT SAGE CREDENZA 60X20 7308 01 02532

A198400 MONROE ELECTRIC CALCULATOR MDL 47409 01 02532

A198500 MONROE ELECTRIC CALCULATOR MDL 47409 01 02532

A205700 TOSHIBA CALCULATOR MODEL 1003P 7512 01 02532

A215600 PALLET RACKS 7803 01 02532

A218800 EXIDE IRONCLAD BATTERY 7811 01 02532

A219700 IBM SELECTRIC TYPEWRITER 7901 01 02532

A223300 ELECTRONIC SECURITY SYSTEM 8006 01 02532

CORR BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT.
88600	BATTERY FORKLIFT	7208	01	02533
88700	GENERAL WHE. EQUIPMENT	0101	01	02533
A175600	SCALE TAPE MACHINE COOLER AND PAL	7206	01	02533
A175800	DESK WORK BENCH HAND TRUCK AND	57206	01	02533
A176500	VARIOUS CHAIRS DESK AND FILES	7206	01	02533
A179200	TWO TYPEWRITERS-IBM AND MAILING	7206	01	02533
A179100	675 COPIER HQ0242 CALCULATOR TWO	7207	01	02533
A180400	BURGLAR ALARM	7208	01	02533
A184400	DESK AND CHAIR	7303	01	02533
A192900	AMERICAN-LINCOLN SWEEPER MDL 4007	7310	01	02533
A202300	SHARP ELECTRONIC CALCULATOR	7508	01	02533
A207600	PALLET-STORAGE RACKS	7603	01	02533
A217300	SHARP FAX 724 COPIER	7807	01	02533
* * TOTALS FOR ACCT. NO. 02533				
A226000	OFFICE FURNITURE	8010	01	02534
A224800	3 IBM SELECTRIC TYPEWRITERS	8011	01	02534
A225100	3 CITIZEN 1240P CALCULATORS	8011	01	02534
A225400	3000 LBS PALLET JACK, 122X48	8011	01	02534
A225500	TOLEDO FLOOR SCALE MDL 42151	8011	01	02534
A225600	VARIOUS OFFICE FURNITURE	8011	01	02534
* * TOTALS FOR ACCT. NO. 02534				
A31500	TWO SAFETY LADDERS AND PLATFORMS	7303	01	02535
A31600	4 CHUTES AND DRIP PANS ON CONVEY	7304	01	02535
A31700	BUZZERS IN GUARD SHACK FOR FDY	7305	01	02535
A31800	CONTROL PANEL FOR BLISS PRESS	7308	01	02535
A31900	GUARDS & ACCESS DOORS FOR HAND	7309	01	02535
A172600	RECORDING AUDIOMETER AND AUDIO	7204	01	02535

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ. DATE	PLNT	ACCT
A175500	16MM PROJECTOR WITH 60X40 SCREEN	7205	01	02535
A191000	GEN RADIO #15622 AUDIOMETER	CAL17307	01	02535
A194200	RETRO FIT KIT FOR BLISS C-110	#77310	01	02535
A194300	CONTROL PANEL FOR WARCQ 50 TON	27310	01	02535
A555400	MARK RITE STRIPPERS	MOD201 7207	01	02535
A560400	TRION OIL MIST PRECIPITATOR	7403	01	02535
A561200	SMOG HOG PRECIPITATOR	7410	01	02535
A561900	ESG 909 SFTY DEVICE FOR BLISS	PR7503	01	02535
A562800	INSTALL SMOG HOGS ON SCREW MACH	I7506	01	02535
A570200	ROTAMIST FOR HEW. BRITAIN	MDL #652712	01	02535
A572100	ROTAMIST MDL. 750-E23 AND ENCL	7809	01	02535
A575700	TWO ROTAMIST MDL 7024E2 FOR H.B.	7909	01	02535
A576600	POWER SWEEPER	7911	01	02535
A578600	PORTABLE CRANE MDL PC20	8007	01	02535

85200	SKIN PACKAGING MACH. 18X24	7812	01	02536
85500	CADET PLASTIC PACKAGING MACH.	7803	01	02536

87100	MINOR MACHINERY	0101	01	02538
A577200	TRANSFER FROM H.P. LEDGER	7801	01	02538
A578700	POWDER SPRAY UNIT	8007	01	02538
A583100	CYCLONE	8102	01	02538
A584200	ROOF FILTER ENCLOSURE	9106	01	02538
* * TOTALS FOR ACCT. NO. 02538				
80100	REGAL LATHE 15X30	8010	01	02539

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
80200	VICTOR LATHE 16X40	8009	01	02539
80300	CINCINNATI LATHE 15X54	0101	01	02539
80400	CINCINNATI RADIAL DRILL PRESS	0101	01	02539
80500	WET SURFACE GRINDER	0101	01	02539
80600	UNIVERSAL GRINDING MACH.	7512	01	02539
80700	SURFACE HAND GRINDER 6X12	8111	01	02539
80800	ABRASIVE SURFACE GRINDER	0101	01	02539
80900	PRECISION TOOL GRINDER	0101	01	02539
81000	VERTICAL MILL 10X42	0101	01	02539
81100	DO ALL BANDSAW	0101	01	02539
81200	PANTOGRAPH TRACEMASTER	6506	01	02539
81300	VERTICAL MILLING MACHINE	8008	01	02539
81400	LOT MINOR MACHINERY	0101	01	02539
81500	GEN. PLANT EQUIPMENT	0101	01	02539
81600	STANDARD TOOLS	0101	01	02539
A579400	BROWN & SHARP MAGNETIC CHUCK 6X18008	01	02539	
A579600	WARNER 12" ROTARY TABLE	8008	01	02539
A579700	DURACRAFT FLOOR MDL DRILL PRESS	8008	01	02539
A579900	MINI-MAXMILL MILLING MACHINE	8008	01	02539
A580000	SERVICE CASTER DIE TABLE	8008	01	02539
A580100	VARIOUS TOOLS & EQUIPMENT	8008	01	02539
A581300	HYDRAULIC LIFTER	8010	01	02539
A581400	A FRAME W/TROLLEY & HOIST	8010	01	02539
A581500	3 24X36' ECONOMY LIFT TABLES #7208010	01	02539	
A581800	2. ROCKWELL DRILL PRESS	8010	01	02539
A582000	VAPOR BLASTING MACHINE M12	8012	01	02539
A582100	BALDOR GRINDER	8010	01	02539
A582200	VARIOUS EQUIPMENT	8012	01	02539

CORP BOOK 1-2 LIST

PRICE REGISTER

ASSET NO. DESCRIPTION ACQ DATE PLMT ACCT

A585500 DISMANTLING STEEL TABLE 8111 01 02539

A32100	MARKETER TOTE ELECTRIC TRUCK	6601	01	02551
A32400	PRIME MOVER HAND TRUCK	6701	01	02551
A32600	TAYLOR-DUNN ELECTRIC TRUCK	6801	01	02551
A33400	LA MARCHE CHARGER A7-130-12L	7308	01	02551
A34000	OFFICE FURNITURE & FIXTURES	6001	01	02551
A155701	PRIME-MOVER PALLET TRUCK P-45	7103	01	02551
A163900	CLARK GAS PWRD FORKLIFT TRK SP-37107	01	01	02551
A211500	ELECTRIC VEHICLE 535,ERRAND. HAS12704	01	01	02551
A221800	LIFT TRUCK BIG JOE H.P.	7301	01	02551

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT.
AS15000	TOLE TRUCK MOD 311	7109	01	02551
AS55100	INTL LOADER MOD HAN	7206	01	02551
AS55200	WAYNE POWER SWEEPER W/LPG	7206	01	02551
AS56900	3 WHEEL VEHICLE MOD R W/CHARGER	7212	01	02551
AS80300	ROL-LIFT PALLET TRUCK T2748-45	8009	01	02551
AS84400	CLARK FORKLIFT GAS C500YS60	8109	01	02551
* * TOTALS FOR ACCT. NO. 02551				
36000	OFFICE FURNITURE & FIXTURES	6001	01	02571
90100	ADMIN OFFICES FURN. 7 FIXT	0101	01	02571
90200	LINE PRINTER	7802	01	02571
90300	HIGH SPEED LINE PRINTER	7909	01	02571
90500	DISK DRIVE 3330	7807	01	02571
90600	DISK CONTROLLER 3333	0101	01	02571
90700	DISK DRIVE 3350	8102	01	02571
90800	CARD READER	7802	01	02571
90900	CONTROL UNIT	7802	01	02571
A36100	VARIOUS OFFICE F & F	6101	01	02571
A36200	VARIOUS OFFICE F & F	6501	01	02571
A36300	VARIOUS OFFICE F & F	6701	01	02571
A36400	VARIOUS OFFICE E & F	6701	01	02571
A36500	VARIOUS OFFICE F & F	6801	01	02571
A36600	OFFICE F & F	6901	01	02571
A36700	OFFICE F & F	6901	01	02571
A36800	OFFICE F & F	6901	01	02571
A36900	OFFICE F & F	7001	01	02571
A37000	OFFICE F & F	7001	01	02571
A37100	PHONEMASTER 1040 12 TRUNKSYSTEM	7212	01	02571
A37200	COMMODORE ELECTRONIC CALC 6302	7211	01	02571

A153500 COMMODORE ELECTRONIC CALC 412F 7011 01 02571

CORP BOOK 1-2 LIST

PRICE PRISTER

ASSET NO. DESCRIPTION ACQ DATE PLNT ACCT

A153700 2 STEELCASE DESKS, 2221/2 CHAIRS 7011 01 02571

A153900 CREDENZA 18X72 7009 01 02571

A154100 2 BOHN CALCULATORS MODEL 30 7008 01 02571

A155500 COMMODORE ELECTRONIC CALC 412F 7101 01 02571

A156000 FACIT ELECTRONIC CALC 1129 7102 01 02571

A156100 COMMODORE ELECTRONIC CALC 512 7102 01 02571

A156300 3 CHAIRS & CREDENZA 7102 01 02571

A156500 VARIOUS CLERICAL EQUIPMENT 7102 01 02571

A157000 2 DESKS, 1 FILE, 2 CREDENZAS 7103 01 02571

A157100 4 CHAIRS, 2 DESKS, 3 BOOKCASES 7103 01 02571

A162200 4 HOURS DATA SAFE 4096 7106 01 02571

A162300 COMMODORE ELECTRONIC CALCULATOR 7106 01 02571

A163400 VARIOUS FILES & EQUIPMENT 7107 01 02571

A163600 IBM EXEC TYPEWRITER 15-42108032 7107 01 02571

A165600 HERMES PRINTING CALCULATOR 7110 01 02571

A166800 IBM SELECTRIC TYPEWRITER 7112 01 02571

A169300 4 FILES, 1 DESK 7201 01 02571

A169700 4 CALCULATORS 7202 01 02571

A172400 3 DESKS, 3 FILES, 1 TAPE RECORDER 7204 01 02571

A173300 MAIL MACHINE MODEL 4351 7205 01 02571

A181000 4 ELECTRONIC CALC 1212P, 1200, US8, 7210 01 02571

A182800 3 ELECTRONIC CALC 1200, 120, 140 7301 01 02571

A183400 1 HOLGA CABINET & 2 BOOKCASES 7302 01 02571

A183700 VARIOUS FILES CHAIRS & DESK 7302 01 02571

A184600 2 ELECTRONIC CALC & 2 ELECT. T/W 7303 01 02571

A185000 VARIOUS FILES 7303 01 02571

A186100 3 STEELCASE SIDE CHAIRS 462-415 7304 01 02571

A186400 4 DRAWER SHELF STEELCASE FILING 07304 01 02571

CORP BOOK 1-2 LIST

PRICE LIST

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A186500	STEELCASE CABINET	7304	01	02571
A188200	CREDENZA	7305	01	02571
A188300	CREDENZA 19X54	7305	01	02571
A188800	M21 COSTA MESA EXEC DESK CHAIR	7306	01	02571
A192100	IBM SELECTRIC TYPEWRITER SN 22437308		01	02571
A192600	FACIT ELECTRONIC DSPLY CALC 11337309		01	02571
A193000	FACIT ELECTRONIC PRINT CALC 11457310		01	02571
A193100	A400-X PRINTING CALCULATOR P-14	7310	01	02571
A193200	STEELCASE DESK 60X30	7310	01	02571
A193300	SWIVEL TILT CHAIR	7310	01	02571
A193400	STEELCASE DESK 60X30	7310	01	02571
A193500	SWIVEL TILT CHAIR	7310	01	02571
A194400	HOLLENSAK CASSETTE POCKET RECORDER 2311		01	02571
A194600	IBM SELECTRIC TYPEWRITER	7311	01	02571
A194700	IBM EXECUTIVE TYPEWRITER	7311	01	02571
A195600	STEELCASE DESK & SWIVEL CHAIR	7401	01	02571
A195800	SONY RECORDER MODEL IC-55	7401	01	02571
A196000	DICTAPHONE SYSTEM	7402	01	02571
A196100	FACIT ELECTRONIC PRINT CALC 11257403		01	02571
A196900	3 FILES C9661 BAMBOO	7404	01	02571
A197000	IBM SELECTRIC TYPEWRITER	7404	01	02571
A197600	IBM STANDARD TYPEWRITER	7405	01	02571
A197800	2 STEELCASE BOOKCASES BAMBOO	7406	01	02571
A198000	SCN ELECTRONIC CALCULATOR 213	7407	01	02571
A198200	IBM CORRECTING SELECTRIC TYPEWRITER	7408	01	02571
A198300	STEELCASE DESK W/RT HAND FLUSH	7408	01	02571
A198600	T I ELECTRONIC CALCULATOR T1410	7409	01	02571
A199100	CARPETING IN ENTRY-LOBBY & HALL	7412	01	02571

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO. DESCRIPTION ACQ. DATE PLNT ACCT

A200100 FACIT ELECTRIC TYPEWRITER 1840 7501 01 02571

A200200 FACIT ELECTRONIC CALCULATOR 11777501 01 02571

A200700 HOLGA 4 DRAWER FILE CABINET 7504 01 02571

A201000 18X36 WALNUT LATERAL 2-DRAWER F17505 01 02571

A201100 COSTA MESA SWEPT BACK 36X84 DESK 7505 01 02571

A201200 COSTA MESA CREDENZA WALNUT 7505 01 02571

A202000 FACIT ELECTRONIC PRINT CALC 11767507 01 02571

A202800 FURNITURE FOR EDP DEPT 7509 01 02571

A204600 FACIT ELECTRONIC PRINT CALC 11777510 01 02571

A204700 1177 FACIT ELECTRONIC PRINT CALC 7510 01 02571

A204800 1177 FACIT ELECTRONIC PRINT CALC 7510 01 02571

A204900 IBM CORRECTING SELECTRIC TYPEWRITER 7510 01 02571

A205300 1177 FACIT PRINTING CALCULATOR 7511 01 02571

A205400 1176 FACIT PRINTING CALCULATOR 7511 01 02571

A205500 1177 FACIT PRINTING CALCULATOR 7511 01 02571

A205800 2 STEELCASE TYPING UNITS 7512 01 02571

A206400 FACIT PRINTING CALCULATOR MDL 117601 01 02571

A206500 SELECTRIC CORRECTING TYPEWRITER 7601 01 02571

A206600 5" COUCH W/MATCHING CHAIR 7601 01 02571

A206800 MOBILE-AISLE FILING SYS ACCTG VA 7601 01 02571

A207000 APTON OFFICE MODULES 7602 01 02571

A207300 IBM CORRECTING SELECTRIC TYPEWRITER 7603 01 02571

A207400 IBM CORRECTING SELECTRIC TYPEWRITER 7603 01 02571

A207500 IBM CORRECTING SELECTRIC TYPEWRITER 7603 01 02571

A207900 MISC OFFICE FURNITURE 7604 01 02571

A208700 AIR CONDITIONING UNIT IN EDP VAULT 7604 01 02571

A209000 G-77 SYSTEM 7609 01 02571

A209700 45 W RADIO 1 CHANNEL VHF MDL 6017510 01 02571

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PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A210000	DECOLLATOR MODEL 2260	7611	01	02571
A210200	MISC FURNITURE	7612	01	02571
A210300	EQUIPMENT FOR NEW MAIL ROOM	7612	01	02571
A210500	ELECTRONIC CALCULATOR ADLER 12167612	01		02571
A210800	IBM SELECTRIC TYPEWRITER	7701	01	02571
A211200	FURNITURE FOR MAIL ROOM	7703	01	02571
A211700	IBM SELECTRIC TYPEWRITER	7704	01	02571
A211800	ADLER 1217PD CALCULATOR	7704	01	02571
A211900	STEELCASE DESK & CHAIR	7704	01	02571
A212400	IBM SELECTRIC TYPEWRITER	7705	01	02571
A212500	ELECTRIC CALCULATOR ADLER 1217P	7705	01	02571
A212600	ELECTRIC CALCULATOR ADLER 1217P	7705	01	02571
A212700	LATERAL FILE	7705	01	02571
A212800	ADLER 1217PD CALCULATOR	7706	01	02571
A212900	ADLER 1217P CALCULATOR	7707	01	02571
A213000	ADLER 1217P CALCULATOR	7707	01	02571
A213300	30X48 STEEL CASE DESK	7709	01	02571
A213400	4 DRAWER LETTER SIZE FILE	7709	01	02571
A213500	4 DRAWER LETTER SIZE FILE	7709	01	02571
A213600	4 DRAWER LETTER SIZE FILE	7709	01	02571
A213700	62X19 STEELCASE TABLE	7709	01	02571
A213900	ADLER 120P CALCULATOR	7710	01	02571
A214000	SHELF FILE W/DOORS	7710	01	02571
A214100	DESK 60X30 W/3 CHAIRS	7710	01	02571
A214300	CALCULATOR ADLER 1217P	7711	01	02571
A214400	VARIOUS OFFICE EQUIPMENT	7712	01	02571
A214500	ADLER 1217P CALCULATOR	7712	01	02571
A215000	DOUBLE SIDED LIBRARY UNIT	7701	01	02571

ASSET	DESCRIPTION	DATE	PLNT	ACCT.
A215500	3 DRAWER LEGAL FIREPROOF CABINET	7802	01	02571
A215800	IBM SELECTRIC TYPEWRITER	7804	01	02571
A216100	FURNITURE FOR I R DEPT	7806	01	02571
A216200	IBM SELECTRIC TYPEWRITER	7806	01	02571
A217600	DESK 30X40 W/LEFT RETURN	7808	01	02571
A217700	SABRE MDL 10 SHIPPING COMPUTER	7808	01	02571
A218000	MICROFICHE VIEWER-PRINTER 475AG	7810	01	02571
A219000	3 DRAWER LETTER FILE	7811	01	02571
A220100	PAPER SHREDDER DATA 16	7902	01	02571
A220500	ROYAL 5000E TYPEWRITER	7905	01	02571
A220800	SELECTRIC TYPEWRITER	7910	01	02571
A220900	FOLDING MACHINE MDL 1117	7910	01	02571
A221200	VARIOUS FURNITURE & FIXTURES	7902	01	02571
A221300	FILING SYSTEM	7912	01	02571
A223500	AUTOMATED TIME & ATTENDANCE SYST	8004	01	02571
A225900	FURNITURE FOR W. SALES MGR	8102	01	02571
A226500	DESK 30X60 W/RETURN	8108	01	02571
A226600	EXEC. DESK & CHAIR	8109	01	02571
A226700	TTY MDL 42BQR TELEX	8109	01	02571
* * TOTALS FOR ACCT, NO, 02571				
91200	PLANT OFFICES FURN. & FIXT.	0101	01	02572
A40000	PLANT F & F	6001	01	02572
A40100	PLANT F & F	6101	01	02572
A40200	PLANT F & F	6501	01	02572
A40300	PLANT F & F	6801	01	02572
A40400	PLANT F & F	6701	01	02572
A40500	PLANT F & F	6901	01	02572
A40600	BOXES, STANDS, PALLETS	7105	01	02572

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A40200	LOCKERS & LOCKER BENCHES	7108	01	02572
A40800	PAGING SYSTEM	7111	01	02572
A40900	STORAGE RACKS FOR BARRELS	7205	01	02572
A41000	110 DESIGN BXS-CASTINGS J10641K2Z208		01	02572
A41100	VARIOUS OFFICE FURNITURE	7301	01	02572
A151700	FACIT ELECTRONIC PRINTING CALC	17010	01	02572
A153400	COMMODORE ELECTRONIC CALC MOD 417011		01	02572
A155200	KARDEX CABINET MOD CBS16	7012	01	02572
A155600	3 TIME RECORDERS & 1 MASTER CLOC	7101	01	02572
A155700	CLOSED CIRCUIT TELEVISION SYSTEM	7101	01	02572
A159400	COMMODORE ELECTRONIC CALC 412F	7104	01	02572
A162400	VARIOUS CHAIRS & BOOKCASES	7106	01	02572
A165300	RH30 DRAFTER & 2 CABINETS	7109	01	02572
A166100	3 UNICOM ELECTRONIC CALC, 1 EL T/7111		01	02572
A166500	HALLOWELL TABLE & SHELVES	7111	01	02572
A166900	TIME RCDR 9051X17 W/TRANSFORMER	7112	01	02572
A167000	VARIOUS DESKS CHAIRS & FILES	7112	01	02572
A169400	E-41 ELECTRIC DUP AUTO COUNTDOWN	7201	01	02572
A170100	VARIOUS DESKS & FILES	7201	01	02572
A170300	3 EL CALC, 1 TIME RECORDER, 1 T/W	7202	01	02572
A172700	3 CALC, 1 IBM T/W, 1 MAIL MACH, 1 F	7204	01	02572
A173500	CLSD CIRCUIT TV, VARIOUS FILES, &	07205	01	02572
A178500	4276 TIME RECORDER	7206	01	02572
A182300	CALC, T/W, WATER COOLER, MISC FURNI	7211	01	02572
A182900	1. DESK 2 FILES & 2. CHAIRS	7301	01	02572
A183000	2 TIME RECORDERS & UPS SCALE	7301	01	02572
A184000	LAGO EL CALC DSPLY MODEL 120	7302	01	02572
A186600	2 SECRETARY POSTURE CHAIRS	7304	01	02572

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A188800	FACIT EL PRNTR CALC 1153 SN530447304	01	02572	
A186900	FACIT ELECTRONIC CALC 1133 SN00117304	01	02572	
A183400	TEAL EL DSPLY CALC 1212 SN1202857305	G1	02572	
A185500	DESK & CHAIR	7305	01	02572
A188900	STEELCASE 2 DRAWER FILE CABINET	7306	01	02572
A189000	THREE 2 DRAWER LETTER FILES	7306	01	02572
A191100	ORATEL W/TABLE, SCALE, STOOL, LAMP	7307	01	02572
A192200	STEELCASE DESK W/ROTARY CHAIR	7308	01	02572
A192700	TIME RECORDER MDL 9051XTZ	7309	01	02572
A192800	USED TIME RECORDER 9011XTZ	7309	01	02572
A193600	ADLER ELECTRONIC CALCULATOR	12147310	01	02572
A195100	DESK 30X60	7312	01	02572
A197100	SHARP PRINTING CALCULATOR MDL 522604	01	02572	
A197200	FACIT ELECTRONIC CALCULATOR	117387404	01	02572
A197400	OFFICE FURNITURE	7404	01	02572
A198800	HAMILTON DRAFTING TABLE W/DRAWER	7411	01	02572
A198900	HAMILTON DRAFTING TBL & DRFTS	M7411	01	02572
A199200	NEW CAFETERIA EQUIPMENT	7412	01	02572
A200600	FACIT ELECTRONIC PRINTING CALC	12502	01	02572
A200800	ADLER 120P ELECTRONIC PRINTING	C7504	01	02572
A201300	EXECUTIVE AIR ROTARY CHAIR	7505	01	02572
A201400	PALLET RACKS - STORAGE EG INVENT	7505	01	02572
A201500	PAYNE 5-TON AIR COND. FOR CAFETE	7506	01	02572
A202100	FACIT ELECTRONIC CALC MDL 1177	7505	01	02572
A202200	FACIT EL CALCULATOR MODEL 1177	7508	01	02572
A205000	1177 FACIT ELECTRONIC PRINT CALC	C7510	01	02572
A205100	IBM SELECTRIC 2 TYPERITER	7510	01	02572
A205200	VARIOUS OFFICE EQUIPMENT	7510	01	02572

ASSET NO.	DESCRIPTION	ACQ. DATE	PLMT.	ACCT.
A205400	VARIOUS FURNITURE FOR PLANT OFFICE	7511	01	02572
A206000	615 2BFL FILE	7512	01	02572
A206100	GLOBE SLICER 518506 FOR CAFETERIA	7512	01	02572
A206900	ELECTRIC CORRECTING TYPEWRITER	7601	01	02572
A210100	DESK 30X60 & CHAIR	7611	01	02572
A210400	EL CALCULATOR ADLER 120P	7612	01	02572
A211300	MISC FURNITURE FOR PLANT OFFICE	7703	01	02572
A212000	ADLER 120P CALCULATOR	7704	01	02572
A212100	ADLER 120P CALCULATOR	7704	01	02572
A212200	ADLER 120P CALCULATOR	7704	01	02572
A213100	DESK 30X60 W/RIGHT RETURN & CHAIR	7707	01	02572
A215700	DESK 30X60	7803	01	02572
A215900	TCA 3200 CASH REGISTER CAFETERIA	7806	01	02572
A217200	BLUE-PRINT MACHINE 1811-PD160	7807	01	02572
A217900	STEEL LOCKERS	7809	01	02572
A218100	R3675 URECO REFRIG. FOR CAFETERIA	7810	01	02572
A219200	MISC, FURNITURE FOR SAFETY OFFICE	7810	01	02572
A219200	ELECTRONIC SECURITY SURVEILLANCE	7812	01	02572
A219400	ROLL CABINETS	7812	01	02572
A220700	ROYAL 5000 CD TYPEWRITER	7907	01	02572
A221400	HAND DRYERS	7912	01	02572
A222300	36X75 DESK #2200	8002	01	02572
A222600	IBM SELECTRIC T/W	8003	01	02572
A226200	DESK & 4-DRAWER UNIT	8105	01	02572
A226400	FURNITURE FOR MEDICAL DEPT	8106	01	02572
* * TOTALS FOR ACCT. NO. 02572				
91500	OFFICE FURN. & FIXT.	0101	01	02573
A184100	2 STORAGE CABINETS & 1 CHAIR	7302	01	02573

CORP. BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
A187000	LARCO ELECTRIC WATER COOLER SN. 737304	01	02573	
A187100	VARIOUS OFFICE FURNITURE	7304	01	02573
A188700	VICTOR DSPLY CALC. 18-1721 SN44857305	01	02573	
A189300	VARIOUS OFFICE FURNITURE	7306	01	02573
A191200	DRAFTER W/SCALE, STL, LAMP, DRAFTG	7307	01	02573
A191500	PALMGREN 12' ROTARY TABLE	7307	01	02573
A191600	APEX 16 D GRINDER	7307	01	02573
A191700	IBM SELECTRIC TYPEWRITER SN 22117307	01	02573	
A191800	JOURNEYMAN TOOL KIT	7307	01	02573
A192300	3 STORAGE CABINETS	7308	01	02573
A193700	PRESSURE CONTROLLER #21KB3201-317310	01	02573	
A193800	ROCKWELL #28-345 20' BANDSAW W/ML7310	01	02573	
A193900	BRIDGEPORT MILLING MACHINE 12-BRJ7310	01	02573	
A194000	COSTA MESA 4-DRAWER LETTER FILE 7310	01	02573	
A194100	REFRIGERATOR W/ICE MAKER	7310	01	02573
A194800	CODE-A-PHONE MODEL 444	7311	01	02573
A195200	STEELCASE 4 DRAWER LET'R FILE W/7312	01	02573	
A195300	VICTOR ELECTRONIC CALCULATOR	7312	01	02573
A195900	HOMS BENCH SCALE MODEL 300T	7401	01	02573
A196200	OFFICE FURNITURE	7403	01	02573
A197300	30 ARMS DRAFTING MACHINE & SCALE 7404	01	02573	
A197700	37.5X72 DRAFT'G TBL W/FILE DRWR-7405	01	02573	
A198100	4-DRAWER LETTER STEELCASE FILE 7407	01	02573	
A198700	IBM SELECTRIC TYPEWRITER	7409	01	02573
A199000	R&D TESTING FACILITIES MODIFICATION 7411	01	02573	
A200300	VICTOR ELECTRONIC DISPLAY CALCUL 7501	01	02573	
A208800	4-DRAWER FILE CABINET LEGAL SIZE 7606	01	02573	
A210900	BLUE PRINT CABINET	7702	01	02573

ASSET NO.	DESCRIPTION	ACQ. DATE	PLNT	ACCT
A210800	IBM SELECTRIC TYPEWRITER	7906	01	02573
A224300	T159 PROGRAMMABLE CALCULATOR	8010	01	02573
A559700	OVEN MODEL 122 C-2	7402	01	02573
A559800	SV-1070 BAUSH & LONG STEREO-MICROSCOPE	01	02573	
A559900	80 GAL HIGH RECOVERY WATER HEATER	7402	01	02573
A560000	80 GAL HIGH RECOVERY WATER HEATER	7402	01	02573
A560100	80 GAL HIGH RECOVERY WATER HEATER	7402	01	02573
A560600	ZEROMATIC PH METER	7404	01	02573
A571400	T-762 SINK ASSEMBLY	7806	01	02573
A571800	BELT SANDER	7808	01	02573
* * TOTALS FOR ACCT, NO. 02573				
91600	OFFICE FURN. & FIXT.	0101	01	02574
* * TOTALS FOR ACCT, NO. 02574				
91700	OFFICE FURN. & FIXT.	0101	01	02575
* * TOTALS FOR ACCT, NO. 02575				
92100	OFFICE FURNITURE AND FIXTURES	0101	01	02576
* * TOTALS FOR ACCT, NO. 02576				
91300	OFFICE FURNITURE AND EQUIP.	0101	01	02577
* * TOTALS FOR ACCT, NO. 02577				
91800	OFFICE FURN. & FIXT.	0101	01	02579
A222100	F & F FROM H.P. LEDGER	7801	01	02579

CORP BOOK 1-2 LIST

PRICE PFISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLNT	ACCT
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TOTALS FOR ACCT. NO. 02578				
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A224400	OFFICE DESK & CHAIR	8010	01	02579
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A224500	2 LATERAL FILES	8010	01	02579
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A224700	VERTICAL FILE	8010	01	02579
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TOTALS FOR ACCT. NO. 02529				
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71100	TOOLING, DIES & MOLDS	0101	01	02710
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71200	FOUNDRY FLASKS & PATTERNS	0101	01	02710
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71300	PRODUCT DRAWINGS	0101	01	02710
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A201200	TOOLING-EQUIP AVANTE SINGLE LEVE	7506	01	02710
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A216000	VARIOUS MOLDS & TOOLING 1ST 1/2	7806	01	02710
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A217400	TOOLING, TUB-SHWR BDY W/INTEGRAL	7807	01	02710
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A212800	MOLDS-TOOLING FR NW AVANTE KTCH	7809	01	02710
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A219100	DIE CAST MOLD FOR SHOWER FLANGE	7812	01	02710
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A219500	CONTESSA HANDLE TOOLING REDESIGN	7812	01	02710
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A219600	TOOLING, DIES, MOLDS FOR 2ND 1/2	7812	01	02710
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A220400	TOOLING FOR ROMAN TUB FITTINGS	7905	01	02710
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A220600	TOOLING & MOLDS FOR FIRSTHALF OF	7906	01	02710
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A221000	MOLD FOR AVANTE MAIN SEAL	7908	01	02710
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A221500	TOOLING FOR SHANK REDESIGN	7912	01	02710
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A221600	TOOLING & MOLDS FOR 2ND HALF OF	7912	01	02710
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A222400	TOOLING FOR BATH DBATH OVERFLOW	8003	01	02710
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A222500	TOOLING FOR AVANTE STEM	8003	01	02710
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A222700	TOOLING FOR ROMAN TUB SPOUT SHAN	8004	01	02710
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A222800	TOOLING FOR WATER SEAL QNR.V.LIN	8004	01	02710
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A223600	TOOLING FOR NEW ACRYLIC HANDLE	8006	01	02710
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A223700	TOOLING FOR DIE CAST WHEEL HANDL	8007	01	02710
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A223800	BALANCE TOOLING FOR AVANTE FITT	8008	01	02710
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CORP BOOK 1-2 LIST

PRICE REGISTER

ASSET NO.	DESCRIPTION	ACQ DATE	PLMT	ACCT
A223900	TOOLING & MOLDS FOR 1ST 1/2 OF 18008	01	02710	
A225700	TOOLING FOR AVANTE U-CUP SEAL	8012	01	02710
A226000	TOOLING TO MODIFY AVANTE STEM	8102	01	02710
A226800	TOOLING NEW SPOUT KITCHEN WALL M8110	01	02710	
A227000	TOOLING MOBILE HOME VALVE DIVERT8111	01	02710	
A227100	VARIOUS TOOLING & MOLDS FOR 19818112	01	02710	

SECURITY AGREEMENT

In consideration of \$10.00 and other things of value, receipt of which is hereby acknowledged by Price Pfister, NI Industries, Inc., a Delaware corporation ("Debtor"), the Debtor hereby grants to NI Industries, Inc., a Delaware corporation, with its principal place of business at One Golden Shore, Long Beach, California ("Secured Party"), security interests in any and all of the collateral described herein.

This Security Agreement is delivered pursuant to Section 7.1(e) of the Agreement of Purchase and Sale, dated June 27 1983, as it may be amended as of the date of this Security Agreement ("Agreement of Purchase and Sale"), made by and between the Secured Party, the Debtor and The PPC Venture, a California joint venture, ("Buyer") comprised of: Peter S. Gold, Sydney M. Irmias; David P. Rousso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmias, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmias 1983 Trust and David P. Rousso 1983 Trust.

The security interests granted by this Security Agreement shall attach immediately upon the transfer of all the outstanding shares of the Debtor to the Buyer from the Secured Party and shall without reference to any other security for the benefit of the Secured Party or any other promises made for the benefit of the Secured Party secure the performance of Debtor's guaranty of ("Gap Note(s)") made and delivered to Secured Party by Buyer pursuant to the Agreement of Purchase and Sale, which Gap Note(s) represents a portion of the indebtedness of Buyer guaranteed by Debtor in a Continuing Guaranty of Price Pfister, NI Industries, Inc. the form of which is set forth as Exhibit "I" to the Agreement of Purchase and Sale ("Guaranty"), after its execution by the Debtor and delivery to the Secured Party.

The Debtor hereby grants to the Secured Party a security interest in all present and hereafter acquired inventories of raw materials; work-in-process; and finished goods; accounts receivable; notes receivable; and, all products and proceeds thereof ("Collateral") during the term of the grant of the security interests by this Security Agreement. The Secured Party may file with any Secretary of State or other appropriate government office forms UCC-1 and/or such other forms as may be appropriate to perfect and maintain the perfection of the above-stated security interests in the Collateral and the Debtor hereby appoints as its agents any officer of the Secured Party to act on behalf of the Secured Party to execute in the name of the Debtor and to file with any appropriate governmental office any document deemed appropriate by such officer of the Secured Party to perfect, further perfect and/or continue

EXHIBIT G-1

perfection of any security interest granted by this Security Agreement in the Collateral. Upon the satisfaction of all the Buyer's obligations as set forth in the "Gap Note(s)", made and delivered pursuant to the provisions of the Agreement of Purchase and Sale, the security interests granted by this Security Agreement shall terminate and the Secured Party shall deliver to the Debtor any necessary documents duly executed that will terminate on the public record the security interests in the Collateral granted to the Secured Party by this Security Agreement.

In the event that as a result of the adjustment provided for in section 2.3 of the Agreement of Purchase and Sale, the Gap Note is paid in full, the security interests granted to the Secured Party in the collateral shall remain in full force and effect to secure Debtor's performance of its guaranty of a Gap Note made and delivered by Buyer to Secured Party pursuant to section 2.4 of the Agreement of Purchase and Sale.

The termination of the security interests granted by this Security Agreement shall not relieve the Debtor of any obligations as set forth in the Guaranty or otherwise be deemed to amend, modify or terminate the Guaranty.

As of even date herewith, the Debtor has granted a security interest in the Collateral to Wells Fargo Bank, with an office at 9600 Santa Monica Boulevard, Beverly Hills, California, or its assigns ("First Secured Party"), as security for the repayment by the Buyer to the First Secured Party of a loan in the principal amount of \$ _____. Debtor warrants and represents to the Secured Party that it has not granted any security interests in the Collateral except to the First Secured Party as aforesaid and to the Secured Party by this Security Agreement. The Secured Party hereby acknowledges that the Secured Party's security interest in the Collateral shall until such time as the aforesaid loan in the principal amount of _____ is repaid to the First Secured Party be junior and subordinate to only the security interests granted by the Debtor to the First Secured Party as aforesaid.

During the term of this Security Agreement, the Debtor shall not without the prior written consent of the Secured Party:

1. not grant any security interest to or permit the perfection of a security interest to any party other than the First Secured Party and the Secured Party to any of its assets.
2. shall not be in default of any covenant contained in any other instrument which is security for the payment of principal and interest pursuant to the Gap Note(s) or security for the payment of any obligation which the security therefore is senior to any security for the Gap Note(s);

3. not by express or implied agreement modify the terms of any note or obligation in favor of the First Secured Party, the security for which is senior to the security for the Gap Note;
4. exercise reasonable precautions to safeguard all items of Collateral from theft, deterioration and loss;
5. deliver to the Secured Party evidence of insurance naming the Secured Party as an additional insured in form and substance and with a carrier satisfactory to Secured Party, insuring for replacement value all items of Collateral that are tangible property, such insurance to be cancellable only on thirty days prior written notice by the carrier to Secured Party. In the event that the insurance is not renewed within 30 days prior to its expiration or if the carrier notifies Secured Party that the insurance will be cancelled, Secured Party may obtain insurance coverage in form and substance acceptable to it and the Debtor shall forthwith reimburse the Secured Party for the cost of such replacement insurance and its reasonable out-of-pocket costs associated therewith.
6. apply all proceeds, from whatever source of insurance for loss, damage or destruction of any item of Collateral to the repair or replacement of any such item or, as their respective interests may appear, reduction of that owed by the Debtor to the First Secured Party or the Secured Party;
7. pay when due, except in the absence of a bona fide protest, at the sole expense of Debtor, all ad valorem and other taxes that may be assessed to the Debtor by reason of its ownership and/or possession of any item of Collateral;
8. not, except in the normal course of business move any item of Collateral to any other location; and,
9. allow Secured Party during normal business hours to inspect any item of Collateral.

If the Debtor at any time: fails to perform any promise; cause the failure of any condition; or, breaches any warranty or representation as set forth in this Security Agreement ("Event of Default") then all amounts owing to the Secured Party by the Debtor, payment of which is in any way secured by this Security Agreement, shall be immediately due and payable to the Secured

party, except that with respect to items 1 through 8 set forth above, the Debtor shall have 30 days to cure any default upon receipt of Notice of Default at 13500 Paxton, Pacoima, California, addressed to "The President."

As additional security, notwithstanding any other remedy that the Secured Party may have in the Event of Default, the Debtor hereby grants to Secured Party a license coupled with an interest to enter upon any premises or enclosure where any item of Collateral is located and take possession of and remove from any such premises and/or enclosure any item of Collateral that the Secured Party deems in its sole judgment advisable in order to preserve any item of Collateral and any security interest in any such item of Collateral. Debtor hereby appoints the president and any vice president of the Secured Party, or their delegated representative, the authority and power to take delivery and possession of all incoming mail, open such mail, and with respect to any check, bill of exchange, acceptance or order, endorse such in the name of the Debtor for deposit in an account maintained by the Secured Party for the purpose of safekeeping and the proceeds of any such check, bill of exchange, acceptance or order. The Secured Party shall turn all other correspondence over to the Debtor.

The waiver by Debtor or Secured Party of the performance of any covenant, condition or promise shall not invalidate this Security Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise. The waiver by the Debtor and/or Secured Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Security Agreement or by law shall not be a waiver of or exclude any other remedy whether any such other remedy is consistent or inconsistent.

This Security Agreement shall be interpreted pursuant to the laws of the State of California, and if any provision of this Security Agreement is held by a court of competent jurisdiction to be contrary to any such law, then such provision shall be deemed to have been deleted from the Security Agreement as of the time it was executed by the Debtor and the Secured Party and as so amended this Security Agreement shall remain in full force and effect.

This Security Agreement applies to, inures to the benefit of, and binds the Buyer, Debtor and Secured Party and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

This Security Agreement contains the entire agreement between the Secured Party and the Debtor in respect to the subject matter hereof, cancelling and superseding any prior negotiations, and can be amended only by a writing duly executed on behalf of the Debtor and Secured Party.

As used herein, the plural shall include the singular and the singular shall include the plural.

Delivered June 27, 1983 by the Debtor to the Secured Party.

Offered: Debtor

Peter S. Gold, President

Approved: Buyer: The PPC Venture
By all of its co-venturers

Peter S. Gold

Sydney M. Irmas

David P. Rousso

GIR Properties, a California general partnership

By all of its general partners

Peter S. Gold

Sydney M. Irmas

David P. Rousso

KP Realty, a California general partnership

By all of its general partners

Peter S. Gold 1983 Trust

By Peter S. Gold, Trustee

Sydney M. Irmias 1983 Trust

By Sydney M. Irmias, Trustee

David P. Rousso, 1983 Trust

By David P. Rousso, Trustee

pted:

Secured Party

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

(LAST NAME FIRST—IF AN INDIVIDUAL) Pfister, NI Industries, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2 ADDRESS Paxton Street		1C. CITY, STATE Pacoima, California	1D. ZIP CODE 91331
3A. SOCIAL SECURITY OR FEDERAL TAX NO.		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
3B. ADDRESS (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2C. CITY, STATE	2D. ZIP CODE
3C. TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4 PARTY NI Industries, Inc.		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5 ADDRESS One Golden Shore Long Beach STATE California		ZIP CODE 90802	94-2780715
6E OF SECURED PARTY (IF ANY)		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
7 ADDRESS		ZIP CODE	

FINANCING STATEMENT covers the following types or items of property (include description of real property on which d and owner of record when required by instruction 4).

items listed in Exhibit "A" attached hereto and incorporated herein by reference, all items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, ture, office equipment, office fixtures, data processing equipment, and all products proceeds of all of the aforesaid.

<input checked="" type="checkbox"/> CABLE	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (8) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
<input checked="" type="checkbox"/> CABLE	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	

DATE:	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
8) OF DEBTOR(S)	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">C O D E</div> <div style="margin-left: 10px;"> 1 2 3 4 5 6 7 8 9 0 </div> </div>
INT NAME(S) OF DEBTOR(S)	
9) OF SECURED PARTY(IES)	
ndustries, Inc.	
INT NAME(S) OF SECURED PARTY(IES)	
copy to:	
R. James Shaffer	
NI Industries, Inc.	
One Golden Shore	
Long Beach, CA 90802	

For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

DEBTOR (LAST NAME FIRST-IF AN INDIVIDUAL) e Pfister, NI Industries, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
DEBTOR'S ADDRESS Maywood Avenue		1C. CITY, STATE Huntington Park, CA	1D. ZIP CODE 90251
ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST-IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
DEBTOR'S ADDRESS		2C. CITY, STATE	2D. ZIP CODE
DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
SECURED PARTY NI Industries, Inc.		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
SECURED PARTY'S ADDRESS One Golden Shore Long Beach STATE California ZIP CODE 90802		94-2780715	
CO-SIGNEE OF SECURED PARTY (IF ANY)		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
CO-SIGNEE'S ADDRESS			

THIS FINANCING STATEMENT covers the following types or items of property (include description of real property on which mortgaged and owner of record when required by instruction 4).

Items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid.

<input checked="" type="checkbox"/> CHECK APPLICABLE 7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 3 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
<input checked="" type="checkbox"/> CHECK APPLICABLE <input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (a)	

DATE:	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
SIGNATURE(S) OF DEBTOR(S)	EXHIBIT H 1 2 3 4 5 6 7 8 9 0
DEBTOR'S PRINT NAME(S) OF DEBTOR(S)	
SIGNATURE(S) OF SECURED PARTY(IES)	
SECURED PARTY'S PRINT NAME(S) OF SECURED PARTY(IES)	
Return copy to:	
NAME	
ADDRESS	
CITY	
STATE	
ZIP CODE	

R. James Shaffer
 NI Industries, Inc.
 One Golden Shore
 Long Beach, CA 90802

For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

FOR (LAST NAME FIRST—IF AN INDIVIDUAL) ce Pfister, NI Industries, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
FILING ADDRESS 57 Gladstone, Unit G		1C. CITY, STATE Sylmar, California	1D. ZIP CODE 91342
ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
FILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
SECURED PARTY WE NI Industries, Inc. FILING ADDRESS One Golden Shore CITY Long Beach STATE California ZIP CODE 90802		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 94-2780715	
SIGNEE OF SECURED PARTY (IF ANY) WE FILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

1. FINANCING STATEMENT covers the following types or items of property (include description of real property on which stated and owner of record when required by instruction 4).

1 items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid.

<input checked="" type="checkbox"/> APPLICABLE	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
<input checked="" type="checkbox"/> APPLICABLE	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9103 (1) (ii)	

DATE: _____ NAME(S) OF DEBTOR(S): _____ PRINT NAME(S) OF DEBTOR(S): _____ NAME(S) OF SECURED PARTY(IES): _____ PRINT NAME(S) OF SECURED PARTY(IES): _____ Turn copy to: LESS R. James Shaffer NI Industries, Inc. One Golden Shore Long Beach, CA 90802 CODE _____	C O D E 1 2 3 4 5 6 7 8 9 0	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) <div style="text-align: center; font-size: 2em; opacity: 0.5;">EX-111 H</div>
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For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

1. Name (Last Name First)

Price Pfister, NI Industries, Inc.
623 Dowd Avenue
Elizabeth, New Jersey 07201

2. Debtor(s) Complete Address

Price Pfister, NI Industries, Inc.
623 Dowd Avenue
Elizabeth, New Jersey 07201

3. & 4. Secured Party(ies) and Complete Address

NI Industries, Inc.
One Golden Shore
Long Beach, CA 90802

5. & 6. Assignee(s) of Secured Party and Complete Address

THE SPACES TO THE RIGHT
HAVE BEEN DESIGNED FOR USE
IN A WINDOW ENVELOPE WHEN
RETURNING THE SECOND COPY
TO THE PERSON FILING.

This financing statement covers the following types (or items) of property:

Items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing equipment, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid.

When collateral is crops or fixtures complete this portion of form.

If collateral is crops). The above described crops are growing or are to be grown on:

1. Description of real estate (Sufficient to identify the property).

CHECK (X) THE ITEMS WHICH APPLY.

() (If collateral is goods which are or are to become fixtures). The above described goods are affixed or are to be affixed to:

2. Name and complete address of record owner.

2/2/87 H

4. () Proceeds of Collateral are also covered. 9 b. (X) Products of Collateral are also covered.

No. of additional sheets presented. ()

1. Filed with Register of Deeds and Mortgages of

County. () Secretary of State.

2. Filed with the County Clerk of

County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

FILED OFFICER COPY

This form of financing statement is approved by the Secretary of State of New Jersey.

REORDER FROM
Registered, Inc.

For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

Registré, Inc.

1284 TAYLOR ST. N.E.
ATLANTA, MINN. 55421
612) 571-2803

Uniform Commercial Code—Form 1 (Rev. 1964)

(Form Approved by Georgia Bankers Association and Georgia Bar Association—1963)

STATE OF GEORGIA
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM 1

INSTRUCTIONS

PLEASE TYPE this form. Fold only along perforation for mailing.

Remove Secured Party and Debtor copies and send first 2 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$2.50.

If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 3" x 8" or 3" x 10".

Only one copy of such additional sheets need be presented to the filing officer with a set of two copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms without extra fee.

At the time of original filing, filing officer should return second copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use second copy as a Termination Statement. Filing fee is \$1.00 for Termination Statement.

FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

(For Filing Officer Only)

Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

File Number:

Time:

Date:

County, Georgia, Office of

Clerk of Superior Court.

3 Maturity date (if any):

ce Pfister, NI Industries, Inc.
1 Commerce Road
row, Georgia 30260

NI Industries, Inc.
One Golden Shore
Long Beach, CA 90802

Assignee of Secured Party (if any):

(Name and address)

Check box and complete where applicable:

Crops are covered. Land described in block 4.

Fixtures are covered. Land described in block 4.

is the record (owner) (lessee) of the land involved.

Proceeds are also covered.

Products are also covered.

No of additional sheets presented:

4. This financing statement covers the following types (or items) of property.

All items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid.

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

Filing Officer Copy

Form Commercial Code

H

For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

Uniform Commercial Code—FINANCING STATEMENT—Form UCC-1 (Rev. 6-19-75)

FORM E1353—CLARKE & COURTS, INC.

Filing Fee \$3.00

IMPORTANT—Read Instructions on back before filling out form.

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

3. For Filing Officer (Date, Time, Number and Filing Office):

1. Debtor(s) Name and Mailing Address:
(Do not abbreviate)

2. Secured Party(ies) Name and Address:

Price Pfister, NI Industries, Inc.
9008 Governors Row
Dallas Texas 75238

NI Industries, Inc.
One Golden Shore
Long Beach, CA 90802

4. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

5. Name and Address of Assignee of Secured Party:
(Use this space to describe collateral, if needed)

All items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid.

Check only if applicable

☐ This Financing Statement is to be filed for record in the real estate records.

Number of additional sheets presented 42

☒ Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

(Please check appropriate box)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location was changed to this state, or
- ☐ already subject to a financing statement filed in another county
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

NI Industries, Inc.

Use whichever signature line is applicable

By _____
Signature(s) of Debtor(s)

By _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (REV. 6-19-75) APPROVED BY THE SECRETARY OF STATE OF TEXAS—FORM E-1353—CLARKE & COURTS, INC.

For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

PULL-A-PART

BUSINESS FORMS

14214 INDIANA AVE.
CHICAGO, ILL. 60627

PHONE 841-3266
AREA CODE 312

STATE OF ILLINOIS

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-FORM UCC-1

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 11". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)

rice Pfister, NI Industries, Inc.
269 West 42nd Place
Chicago, Illinois 60632

Secured Party(ies) and address(es)

NI Industries, Inc.
One Golden Shore
Long Beach, CA 90802

This financing statement covers the following types (or items) of property:

ASSIGNEE OF SECURED PARTY

All items listed in Exhibit "A" attached hereto and incorporated herein by reference, all other items of machinery, equipment, tooling, jigs, dies, fixtures, other manufacturing aids, furniture, office equipment, office fixtures, data processing equipment, and all products and proceeds of all of the aforesaid.

☒ Products of Collateral are also covered.

- ☒ Additional sheets presented.
☐ Filed with Office of Secretary of State of Illinois.
☐ Debtor is a transmitting utility as defined in UCC §9-105.

By: _____
Signature of (Debtor) (Secured Party)
*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Filing Officer Copy — Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM-UNIFORM COMMERCIAL CODE-FORM UCC-1-REV. 3-75

For the list of personal property that is
Exhibit "A", see Exhibit "A" to Exhibit "G"
to the Agreement of Purchase and Sale of
which this is a part of.

EXHIBIT "A"

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

OR (LAST NAME FIRST—IF AN INDIVIDUAL) De Pfister, NI Industries, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
BILLING ADDRESS 30 Paxton Street		1C. CITY, STATE Pacoima, California	1D. ZIP CODE 91331
ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
BILLING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
SECURED PARTY NI Industries, Inc.		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
BILLING ADDRESS One Golden Shore		94-2780715	
CITY Long Beach STATE California ZIP CODE 90802			
SIGNEE OF SECURED PARTY (IF ANY)		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
BILLING ADDRESS			
CITY STATE ZIP CODE			

FINANCING STATEMENT covers the following types or items of property (include description of real property on which mortgaged and owner of record when required by instruction 4).

I present and hereafter acquired inventories of raw materials, work-in-process, finished goods; accounts receivable; notes receivable; and, all products and proceeds of the aforesaid.

EX APPLICABLE <input checked="" type="checkbox"/>	7A. <input checked="" type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(d) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
EX APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (a)	

DATE:		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) EX-111 H-1
NAME(S) OF DEBTOR(S)		
PRINT NAME(S) OF DEBTOR(S)		
NAME(S) OF SECURED PARTY(IES)		
PRINT NAME(S) OF SECURED PARTY(IES)		
Turn copy to:		
R. James Shaffer		
NI Industries, Inc.		
One Golden Shore		
Long Beach, CA 90802		

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL)		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
Ice Pfister, NI Industries, Inc.			
MAILING ADDRESS		1C. CITY, STATE	1D. ZIP CODE
2457 Gladstone, Unit G		Sylmar, California	91342
ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
SECURED PARTY		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
NAME NI Industries, Inc.			
MAILING ADDRESS One Golden Shore			
CITY Long Beach STATE California		ZIP CODE 90802	94-2780715
SIGNEE OF SECURED PARTY (IF ANY)		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
NAME			
MAILING ADDRESS			
CITY STATE		ZIP CODE	

THIS FINANCING STATEMENT covers the following types or items of property (include description of real property on which mortgaged and owner of record when required by instruction 4).

all present and hereafter acquired inventories of raw materials, work-in-process, finished goods; accounts receivable; notes receivable; and, all products and proceeds of the aforesaid.

CHECK APPLICABLE	<input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM:
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)	
CHECK APPLICABLE	<input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (A)	

DATE:		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
SIGNATURE(S) OF DEBTOR(S)		
PRINT NAME(S) OF DEBTOR(S)		
SIGNATURE(S) OF SECURED PARTY(IES)		
PRINT NAME(S) OF SECURED PARTY(IES)		
TURN COPY TO:		
R. James Shaffer		
NI Industries, Inc.		
ALL INFORMATION ON THIS FINANCING STATEMENT IS APPROVED BY THE SECRETARY OF STATE OF NEW JERSEY.		
TAYLOR		

EX-111 H-1

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. (LAST NAME FIRST—IF AN INDIVIDUAL) e Pfister, NI Industries, Inc.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2. BUSINESS ADDRESS Maywood Avenue		1C. CITY, STATE Huntington Park, CA	
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		1D. ZIP CODE 90255	
4. BUSINESS ADDRESS		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
5. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		2C. CITY, STATE	
6. SECURED PARTY NI Industries, Inc.		2D. ZIP CODE	
7. BUSINESS ADDRESS One Golden Shore Long Beach STATE California		3A. FEDERAL TAX NUMBER	
8. NAME OF SECURED PARTY (IF ANY)		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
9. BUSINESS ADDRESS		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
STATE		ZIP CODE	

FINANCING STATEMENT covers the following types or items of property (include description of real property on which
pled and owner of record when required by instruction 4).

present and hereafter acquired inventories of raw materials, work-in-process,
shed goods; accounts receivable; notes receivable; and, all products and
seeds of the aforesaid.

<input checked="" type="checkbox"/> 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
<input checked="" type="checkbox"/> 7C. DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	

DATE:	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
1. NAME OF DEBTOR(S)	EXHIBIT H-1
2. PRINT NAME(S) OF DEBTOR(S)	
3. NAME OF SECURED PARTY(IES)	
4. Industries, Inc.	
5. PRINT NAME(S) OF SECURED PARTY(IES)	
6. n copy to:	
7. R. James Shaffer	
8. NI Industries, Inc.	
9. One Golden Shore	
0. Long Beach, CA 90802	

This form of financing statement is approved by the Secretary of State of New Jersey.

5224 TAYLOR ST. N.E.

ster, NI Industries, Inc.
Avenue
, New Jersey 07201

Price Pfister, NI Industries, Inc.
23 Dowd Avenue
Elizabeth, New Jersey 07201

3. & 4. Secured Party (ies) and Complete Address

NI Industries, Inc.
One Golden Shore
Long Beach, California 90802

THE SPACES TO THE RIGHT
HAVE BEEN DESIGNED FOR USE
AS A WINDOW ENVELOPE WHEN
RETURNING THE SECOND COPY
TO THE PERSON FILING.

5. & 6. Assignee(s) of Secured Party and Complete Address

financing statement covers the following types (or items) of property:

present and hereafter acquired inventories of raw materials, work-in-process,
shed goods; accounts receivable; notes receivable; and, all products and
goods of the aforesaid.

if collateral is crops or fixtures complete this portion of form.
collateral is crops). The above described crops are growing or
to be grown on:
Description of real estate (Sufficient to identify the property).

CHECK (X) THE ITEMS WHICH APPLY.

() (If collateral is goods which are or are to become fixtures). The above
described goods are affixed or are to be affixed to:

Name and complete address of record owner.

EX-111 H-1

X Proceeds of Collateral are also covered. 9 b. (X) Products of Collateral are also covered.

No. of additional sheets presented. ()

led with Register of Deeds and Mortgages of
led with the County Clerk of

County. () Secretary of State.

County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party (ies) or Assignee(s)

GO OFFICER COPY

This form of financing statement is approved by the Secretary of State of New Jersey.

REORDER FROM
Registered, Inc.
5244 TAYLOR ST. N.E.

PULL-A-PART

BUSINESS FORMS

14214 INDIANA AVE.
CHICAGO, ILL. 60627

PHONE 841-3265
AREA CODE 312

STATE OF ILLINOIS
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 11". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name) and address(es)

Secured Party(ies) and address(es)

Price Pfister, NI Industries, Inc.
4269 West 42nd Place
Chicago, Illinois 60632

NI Industries, Inc.
One Golden Shore
Long Beach, California 90802

This financing statement covers the following types (or items) of property:

ASSIGNEE OF SECURED PARTY

All present and hereafter acquired inventories
of raw materials, work-in-process, finished
goods; accounts receivable; notes receivable;
and, all products and proceeds of the aforesaid.

☒ Products of Collateral are also covered.

42 Additional sheets presented.

Filed with Office of Secretary of State of Illinois.

Debtor is a transmitting utility as defined in UCC §9-105.

By: _____
Signature of (Debtor)

(Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402(2)

Filing Officer Copy — Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV. 1-74

EX-111 H-1

Uniform Commercial Code—FINANCING STATEMENT—Form UCC-1 (Rev. 6-19-75)

FORM E1353—CLARKE & COURTS, INC.

Filing Fee \$3.00

IMPORTANT—Read Instructions on back before filling out form.

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

3. For Filing Officer (Date, Time, Number and Filing Office):

1. Debtor(s) Name and Mailing Address:
(Do not abbreviate)

2. Secured Party(ies) Name and Address:

Price Pfister, NI Industries, Inc.
9008 Governors Row
Dallas, Texas 75238

NI Industries, Inc.
One Golden Shore
Long Beach, California 90802

4. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

5. Name and Address of Assignee of Secured Party:
(Use this space to describe collateral, if needed)

All present and hereafter acquired inventories
of raw materials, work-in-process, finished
goods; accounts receivable; notes receivable;
and, all products and proceeds of the aforesaid.

Check only if applicable

☐ This Financing Statement is to be filed for record in the real estate records.

Number of additional sheets presented 42
☒ Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

(Please check appropriate box)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location changed to this state, or
- ☐ already subject to a financing statement filed in another county
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

NI Industries, Inc.

Use whichever signature line is applicable

By _____

Signature(s) of Debtor(s)

By _____

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical

STANDARD FORM—FORM UCC-1 (REV. 6-19-75) APPROVED BY THE SECRETARY OF STATE OF TEXAS—FORM E-1353—CLARKE & COURTS, INC.

EX-111 H-1

Registred, Inc.

284 TAYLOR ST. N.E.
PLS., MINN. 55421
(12) 571-2803

Uniform Commercial Code—Form 1 (Rev. 1964)

(Form Approved by Georgia Bankers Association and Georgia Bar Association—1963)

STATE OF GEORGIA
UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM 1

INSTRUCTIONS

PLEASE TYPE this form. Fold only along perforation for mailing.

Remove Secured Party and Debtor copies and send first 2 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$2.50.

If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 6" x 8" or 8" x 10".

Only one copy of such additional sheets need be presented to the filing officer with a set of two copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.

When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms without extra fee.

At the time of original filing, filing officer should return second copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use second copy as a Termination Statement. Filing fee is \$1.00 for Termination Statement.

FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: (For Filing Officer Only)

Debtor(s) (Last Name First) and address(es)

Ice Pfister, NI Industries, Inc.
51 Commerce Road
Lawrenceville, Georgia 30046

2 Secured Party(ies) and address(es)

NI Industries, Inc.
One Golden Shore
Long Beach, California 90802

File Number:

Time:

Date:

County, Georgia, Office of

Clerk of Superior Court.

3 Maturity date (if any):

Assignee of Secured Party (if any):

Name and address:

Check box and complete where applicable:

Crops are covered. Land described in block 4.

Fixtures are covered. Land described in block 4.

Is the record (owner) (lessee) of the land involved.

Proceeds are also covered.

Products are also covered.

No of additional sheets presented:

4. This financing statement covers the following types (or items) of property.

All present and hereafter acquired inventories of raw materials, work-in-process, finished goods; accounts receivable; notes receivable; and, all products and proceeds of the aforesaid.

NI Industries, Inc.

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

Filing Officer Copy

Form Commercial Code

EXHIBIT H-1

CON" VUING GUARANTY
of
Price Pfister, NI Industries, Inc.

1. For valuable consideration, receipt of which is hereby acknowledged, Price Pfister, NI Industries, Inc. (hereinafter called "Guarantor") unconditionally guarantees and promises to pay to NI Industries, Inc., a Delaware corporation, located at One Golden Shore, Long Beach, CA 90802 (hereinafter called "Creditor") or order, on demand, in lawful money of the United States, any and all indebtedness of The PPC Venture, a California joint venture, and all of its co-venturers who are: Peter S. Gold; Sydney M. Irmes; David P. Rousso; GIR Properties, a California general partnership, whose general partners are Peter S. Gold, Sydney M. Irmes, and David P. Rousso; and KP Realty, a California general partnership, whose general partners are Peter S. Gold 1983 Trust, Sydney M. Irmes 1983 Trust and David P. Rousso 1983 Trust, and their respective executors, administrators, heirs, beneficiaries, successors, and assigns, jointly and severally; (hereinafter collectively called "Debtors"), due or that may become due from Debtors to Creditor. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Debtors or any one or more of them, heretofore, now, or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined and whether Debtors may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter become otherwise unenforceable.

2. This is a Continuing Guaranty relating to any indebtedness, including that arising under successive transactions which shall either continue the indebtedness or from time to time renew it after it has been satisfied. This Continuing Guaranty may be revoked by the Guarantor only as to future obligations of the Debtors to the Creditor, except for any such future obligations of Debtors as set forth in or arising out of an Agreement of Purchase and Sale, dated June 27, 1983 made by and between Debtors, designated therein as "Buyer"; NI Industries, Inc., a Delaware corporation; and Price Pfister, NI Industries, Inc., a Delaware corporation, as it may be amended from time-to-time.

3. The obligations hereunder are joint and several, and independent of the obligations of Debtors, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Debtors or whether Debtors be joined in any such action or actions; and Guarantor waives the benefit of any statute of limitation affecting its liability hereunder or the enforcement thereof.

EXHIBIT I

4. Guarantor authorizes Creditor, without notice or demand and without affecting their liability hereunder, whether before or after revocation hereof, from time-to-time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this Guaranty or the indebtedness guaranteed and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Creditor in its discretion may determine; and (d) release or substitute any one or more of the endorsers or guarantors. Creditor may without notice assign this Guaranty in whole or in part.

5. Guarantor waives the benefits of sections 2809 and 2845 of the Civil Code of the State of California. Guarantor waives any right to require Creditor to (a) proceed against Debtors; (b) proceed against or exhaust any security held from Debtors; or (c) pursue any other remedy in Creditor's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Debtors or by reason of the cessation from any cause whatsoever of the liability of Debtors. Guarantor waives any and all right to assert against Creditor any claims or defenses based upon any election of remedies, which in any manner impairs, affects, reduces, releases or extinguishes Guarantor's subrogation rights or Guarantor's right to proceed against Debtors for reimbursement, or any rights of Guarantor against Debtors, or against any other person or security, including but not limited to any defenses based upon the provisions of Sections 580a, 580b, 580d, and 726 of the Code of Civil Procedure of the State of California, as they may be from time to time amended, or any of them, and any similar provision of other laws of any other state, governmental entity or country. Until all indebtedness of Debtors shall have been paid in full, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Creditor now has or may hereafter have against Debtors, and waives any benefit of, and any right to participate in, any security now or hereafter held by Creditor. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and the existence, creation, or incurring of new or additional indebtedness.

6. In addition to all liens upon, and rights of setoff against the moneys, securities, or other property of Guarantor given to Creditor, Creditor shall have a lien upon and a right of setoff against all moneys, securities, and other property of Guarantor now or hereafter in the possession of Creditor;

and every such lien and right of setoff may be exercised without demand upon or notice to Guarantor. No lien or right of setoff shall be deemed to have been waived by any act or conduct on the part of Creditor; or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing; and every right of setoff and lien shall continue in full force and effect until such right of setoff or lien is specifically waived or released by an instrument in writing executed by Creditor.

7. Any indebtedness of Debtors now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Debtors to Creditor; and such indebtedness of Debtors to Guarantor if Creditor so requests shall be collected, enforced and received by Guarantor as trustees for Creditor and be paid over to Creditor on account of the indebtedness of Debtors to Creditor but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

8. It is not necessary for Creditor to inquire into the powers of Debtor or the officers, directors, partners, or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

9. Guarantor agrees to pay a reasonable attorney's fee and all other costs and expenses which may be incurred by Creditor in the enforcement of this Guaranty.

10. If any provision of this Guaranty shall be held invalid by a court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

11. This Guaranty expresses the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

12. In all cases where there is but a single Debtor or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Debtor named herein, or when this Guaranty is executed by more than one Guarantor, the word "Debtors" and the word "Guarantor" respectively shall mean all and any one or more of them.

13. Any signatory on behalf of a corporate guarantor represents and warrants that (a) the guaranteeing corporation is duly organized, validly existing and in good standing pursuant to the laws of the State under which it is organized, has the power to enter into this Guaranty and by proper corporate action has been duly authorized to execute and

deliver this Guaranty; and (b) the execution, delivery and performance of this Guaranty will not conflict with or constitute a violation or breach of, or a default under such corporate guarantor's articles of incorporation or bylaws, both as amended, or any other instrument by which it is bound; and (c) that the signatory on behalf of such corporate guarantor is duly authorized on behalf of such corporation to sign and deliver this Guaranty on behalf of that corporation.

14. The guaranty made pursuant to the provisions hereof is valid and binding notwithstanding any incorporation, reorganization, re-incorporation, merger, or any other change in Debtors' business form.

15. This Continuing Guaranty shall be governed by and construed in accordance with the laws of the State of California.

16. Any assigns or successors in interest of the Guarantor shall be unconditionally bound by the obligations of the Guarantor as set forth above.

IN WITNESS WHEREOF, the undersigned have caused this Guaranty to be executed on its behalf.

Price Pfister, NI Industries, Inc.

By _____
Peter S. Gold, President

The undersigned, as the holders of all the outstanding shares of the Guarantor, hereby ratifies the execution of this Guaranty by PPF.

Approved: The PPC Venture, a California joint venture
 By all of its co-venturers

Peter S. Gold

Sydney M. Irmas

David P. Rousso

s the President of the Corporation that executed the within
nstrument and acknowledged to me that such corporation executed
he within instrument pursuant to its bylaws or a resolution of
ts board of directors.

ITNESS my hand and official seal.

signature _____

ASSIGNMENT OF LEASE

NI Industries, Inc., a Delaware corporation, hereby assigns to GIR Properties, a California general partnership, that certain Lease Agreement dated June 24, 1983 by and between NI Industries, Inc. and Price Pfister, NI Industries, Inc., a copy of which is attached hereto and marked as Exhibit "A" ("Lease"). All rent and expenses as set forth in the Lease to be prorated as of 12:01 AM, June 27, 1983.

This Assignment is made in conjunction with and is simultaneous with the purchase of the "Premises", as defined in the Lease, by The PPC Venture, a California joint venture, from NI Industries, Inc. pursuant to an Agreement of Purchase and Sale, dated as of June 27, 1983, made by and between NI Industries, Inc., Price Pfister, NI Industries, Inc., and The PPC Venture.

Dated: June 27, 1983

NI Industries, Inc.

EXHIBIT J

GENERAL PROVISIONS

Deposit of Funds

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Title Insurance and Trust Company, with any state or national bank, and may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of Title Insurance and Trust Company.

Any commitment made in writing to Title Insurance and Trust Company by a bank, trust company, insurance company, or savings loan association to deliver its check or funds into this escrow may, in the sole discretion of Title Insurance and Trust Company, be treated as the equivalent of a deposit in this escrow of the amount thereof.

Prorations and Adjustments

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise directed in writing.

The phrase "close of escrow" (COE or CE) as used in this escrow means the date on which documents are recorded and relates only to prorations and/or adjustments unless otherwise specified.

Recording of Instruments

Recording of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized.

Authorization to Furnish Copies

You are authorized to furnish copies of these instructions, supplements, amendments, or notices of cancellation and closing statements in this escrow, to the real estate broker(s) and lender(s) named in this escrow.

~~Authorization to Execute Assignment of Hazard Insurance Policies~~

~~You are authorized, on behalf of the principals hereto, to execute assignments of interest in any insurance policy, including title insurance, called for in this escrow, forward assignment and policy to the mortgagee providing that insurer consent to such transfer and/or that a loss payable clause and/or such other endorsements as may be required; and forward such policy to the principals entitled to the proceeds.~~

Personal Property Taxes

No examination of insurance as to the amount or payment of personal property taxes is required unless specifically requested.

Right of Cancellation

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office, in writing. You shall within two (2) working days thereafter mail, by certified mail, one copy of such notice to each of the other principals at the addresses stated in this escrow. Unless written objection to cancellation is filed in your office by a principal within ten (10) days after date of such mailing, you are authorized to comply with such notice and demand payment of your cancellation charges as provided in this agreement. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or final order of a court of competent jurisdiction.

Action In Interpleader

The principals hereto expressly agree that you, as escrow holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend on your in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

Termination of Agency Obligation

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same.

In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Title Insurance and Trust Company, including expenditures incurred and/or authorized shall be borne equally by the parties hereto unless otherwise agreed to specifically).

Conflicting Instructions

Upon receipt of any conflicting instructions other than cancellation instructions, you are no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the principals to this escrow except as provided in Paragraph 7 of these General Provisions.

Jury

You are not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and you are hereby released of any responsibility or liability therefor.

GENERAL PROVISIONS PRINTED ABOVE HAVE BEEN READ AND ARE HEREBY APPROVED BY THE UNDERSIGNED.

Time is of the essence of these instructions.

EXHIBIT X



Office of Secretary of State

I, GLENN C. KENTON, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF PRICE PFISTER, NI INDUSTRIES, INC. FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 1983, AT 9 O'CLOCK A.M.

1 1 1 1 1 1 1 1 1 1

A handwritten signature of Glenn C. Kenton in dark ink.

Glenn C. Kenton, Secretary of State

AUTHENTICATION: 10020097

DATE: 07/22/1983

831800244

FILED

JUN 29 1983

Michael C. Kesterson
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, NI INDUSTRIES, INC.

Pursuant to Section 242 of the General Corporation Law of the State of Delaware.

The undersigned, Peter S. Gold, President of Price Pfister, NI Industries, Inc., a Delaware corporation (hereinafter called the "Corporation"), hereby certifies as follows:

I. The Board of Directors of the Corporation by unanimous written consent, dated June 27, 1983, duly adopted a resolution approving a proposed amendment to the Certificate of Incorporation of the Corporation, which amendment is set forth in Article III of this Certificate of Amendment.

II. In lieu of a meeting and vote of stockholders, the stockholders holding all of the outstanding shares entitled to vote on said proposed amendment, to wit 900 shares of the 900 shares issued and outstanding of the Corporation, gave their written consent to said amendment to the Certificate of Incorporation of the Corporation.

III. The amendment to the Certificate of Incorporation of the Corporation is as follows:


Article 1 of the Certificate of Incorporation of the corporation shall be amended in full to read as follows:

"1. The name of the corporation is:

PRICE PFISTER, INC."

IV. Said amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate has been signed by the undersigned, Peter S. Gold, the President of the Corporation, and has been made under the seal of the Corporation attested by Sydney Irmias, the Secretary of the Corporation, this 27th day of June, 1983.



 PETER S. GOLD, President

ATTEST:



 SYDNEY IRMIAS, Secretary

RECEIVED FOR RECORD

JUN 2 1983

LEO J. DUGAN, Jr., Recorder

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PRICE PFISTER, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 2001, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2009134 8100

010150321



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 1048452

DATE: 03-27-01

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, INC.**

Price Pfister, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Section (3) of Article Fourth and inserting the following in lieu thereof:

"(3) Voting Rights.

(a) Except as otherwise provided by the Certificate of Incorporation or bylaws of the Corporation or by law, the holders of the Common Stock will be entitled to one vote per share on all matters submitted to a vote of the stockholders of the Corporation.

(b) The holders of shares of Class A Preferred Stock shall have the following voting rights:

(i) Each holder of shares of Class A Preferred Stock shall be entitled to vote on all matters submitted to a vote of the stockholders of the Corporation.

(ii) The holders of shares of Class A Preferred Stock and the holders of shares of Common Stock (and holders of shares of any other class or series of the capital stock of the Corporation entitled to vote thereon in the same manner) shall vote together as a single class on all matters submitted to a vote of the stockholders of the Corporation except in cases where a separate or an additional vote or consent of the holders of the shares of Class A Preferred Stock, voting separately as a single class from the holders of any other class or series of the capital stock of the Corporation, shall be required by the Certificate of Incorporation or bylaws of the Corporation or by law; in which cases, the requirement for any such separate or additional vote or consent shall apply in addition to the single class vote of the holders of shares of Class A Preferred Stock and the holders of shares of Common Stock (and holders of shares of any other class or series of the capital stock of the Corporation entitled to vote thereon in the same manner).

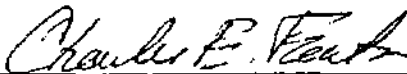
(iii) With respect to all matters as to which holders of shares of Class A Preferred Stock shall vote together with the holders of shares of Common Stock (and holders of shares of any other class or series of the capital stock of the Corporation entitled to vote thereon in the same manner) as a single class, the aggregate number of shares of Class A Preferred Stock at the time outstanding shall be entitled to cast an aggregate number of votes that will represent 5% of all the votes entitled to be cast on such matter. Each share of Class A Preferred Stock shall entitle the holder thereof to a number of votes per share that shall be adjusted from time to time in order to give effect to the preceding sentence and, in connection with any such matter submitted to a vote of stockholders of the Corporation, that number of votes per share shall be determined as of the record date established by the Board of Directors for any meeting called for consideration thereof. With respect to all matters as to which holders of shares of Class A Preferred Stock shall vote separately as a single class from the holders of any other class or series of the capital stock of the Corporation, each share of Class A Preferred Stock shall entitle the holder thereof to cast one vote per share on such matters.

(iv) Except to the extent they are entitled to vote with holders of shares of Common Stock (and holders of shares of any other class or series of the capital stock of the Corporation entitled to vote thereon in the same manner) on all matters submitted to a vote of the stockholders of the Corporation as set forth in this Section (3)(b), or as otherwise provided in the Certificate of Incorporation or bylaws of the Corporation or by law, holders of shares of Class A Preferred Stock shall have no special voting rights and their consent shall not be required."

2. The foregoing amendment was duly adopted in accordance with the provisions of Sections 242 and 228 (by the written consent of the stockholders of the Corporation) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed by its duly authorized officer on this 23rd day of March, 2001.

PRICE PFISTER, INC.

By: 
Charles E. Fenton
Vice President and Assistant Secretary

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PRICE PFISTER, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF NOVEMBER, A.D. 2000, AT 1:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

AUTHENTICATION: 0813547

2009134 B100

001590531

DATE: 11-27-00

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, INC.**

Price Pfister, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FOURTH thereof and inserting the following in lieu thereof:

"FOURTH: (1) The total number of shares of stock which the corporation shall have authority to issue is 636 and the shares shall be divided into two classes as follows: (a) 100 shares shall be Common Stock, par value \$.01 per share (the "Common Stock") and (b) 536 shares shall be Class A Preferred Stock, par value \$.01 per share (the "Class A Preferred Stock"). The designations, preferences, privileges, rights and voting powers, and any limitations, restrictions or qualifications thereof, of the shares of each class are as follows:

(2) *Dividends and Distribution*

(a) Subject to the prior and superior rights of the holders of any shares of any class or series of stock of the corporation ranking prior and superior to the shares of Class A Preferred Stock with respect to dividends, the holders of shares of Class A Preferred Stock, in preference to the holders of shares of any class or series of stock of the corporation ranking junior to the Class A Preferred Stock in respect thereof, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, dividends payable in cash on the 30th day of June, in each year (each such date being referred to herein as an "Annual Dividend Payment Date"), commencing on the first Annual Dividend Payment Date after the first issuance of a share or fraction of a share of Class A Preferred Stock, at an annual rate per share equal to 7.50% of \$500,000 (the "Initial Purchase Price").

(b) Dividends shall accrue on a daily basis from the date of issuance thereof. Accrued but unpaid dividends shall be cumulative but shall not bear interest. Dividends paid on the shares of Class A Preferred Stock in an amount

less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Class A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 60 days prior to the date fixed for the payment thereof.

(c) Subject to applicable law and Article FOURTH Section 4(a)(i), dividends may be declared and paid on the Common Stock at such times and in such amounts as the Board of Directors in its discretion shall determine.

(3) *Voting Rights.*

(a) The holders of Common Stock shall have the right to vote on all questions to the exclusion of all other stockholders, except as may be provided in this Certificate of Incorporation or as required by law.

(b) Except as otherwise required by law, the holders of Class A Preferred Stock shall not be entitled to vote. The number of authorized shares of Class A Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote generally in the election of directors irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

(4) *Certain Restrictions.*

(a) Whenever annual dividends payable on the Class A Preferred Stock as provided in Section (2) are in arrears, thereafter and until all such arrearages on shares of Class A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Class A Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Class A Preferred Stock, except dividends paid ratably on the Class A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled; or

(iii) purchase or otherwise acquire for consideration any shares of Class A Preferred Stock, or any shares of stock ranking on a parity with the Class A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of Class A Preferred Stock, or to such holders and holders of any such shares ranking on a parity therewith, upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The corporation shall not permit any subsidiary of the corporation to purchase or otherwise acquire for consideration any shares of stock of the corporation unless the corporation could, under paragraph (a) of this Article FOURTH Section (4), purchase or otherwise acquire such shares at such time and in such manner.

(5) *Liquidation, Dissolution or Winding Up.* (a) Upon any liquidation, dissolution or winding up of the corporation, voluntary or otherwise, no distribution shall be made to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Class A Preferred Stock unless, prior thereto, the holders of shares of Class A Preferred Stock shall have received an amount per share (the "Class A Liquidation Preference") equal to the Initial Purchase Price plus an amount equal to accrued and unpaid dividends thereon, whether or not declared, to the date of such payment.

(b) In the event, however, that there are not sufficient assets available to permit payment in full of the Class A Liquidation Preference and the liquidation preferences of all other classes and series of stock of the corporation, if any, that rank on a parity with the Class A Preferred Stock in respect thereof, then the assets available for such distribution shall be distributed ratably to the holders of the Class A Preferred Stock and the holders of such parity shares in proportion to their respective liquidation preferences.

(c) Upon the dissolution, liquidation or winding up of the corporation, subject to the rights of the holders of any outstanding Class A Preferred Stock, the holders of the Common Stock shall be entitled to receive the assets of the corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

(d) Neither the merger or consolidation of the corporation into or with another entity nor the merger or consolidation of any other entity into or with the corporation shall be deemed to be a liquidation, dissolution or winding up of the corporation within the meaning of this Article FOURTH Section (5).


(6) *No Redemption.* Shares of Class A Preferred Stock shall not be subject to redemption by the corporation.

(7) *Ranking.* The Class A Preferred Stock shall rank senior to the Common Stock as to the payment of dividends and as to the distribution of assets upon liquidation, dissolution or winding up."

2. The foregoing amendment was duly adopted in accordance with the provisions of Sections 242 and 228 (by the written consent of the sole stockholder of the Corporation) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Price Pfister, Inc. has caused this Certificate to be executed by its duly authorized officer on this 14th day of Nov., 2000.

PRICE PFISTER, INC.

By: 
Name: Charles E. Fenton
Office: Vice President and Assistant
Secretary

State of Delaware



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "EMM ACQUISITION CORPORATION" MERGING WITH AND INTO "PRICE PFISTER, INC." UNDER THE NAME OF "PRICE PFISTER, INC." AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF MAY, A.D. 1988, AT 12:15 O'CLOCK P.M.

1172135111



580144043

Michael Harkins
 Michael Harkins, Secretary of State
 AUTHENTICATION: 11720351
 DATE: 05/29/1988

FILED

MAY 28 1988

12:15 PM

[Signature]
Secretary of State

CERTIFICATE OF MERGER

OF

EMH ACQUISITION CORPORATION
(a Delaware Corporation)

INTO

PRICE PFISTER, INC.
(a Delaware Corporation)

Pursuant to Section 251 of the General Corporation Law of the State of Delaware

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, Price Pfister, Inc., a Delaware corporation, does hereby certify the following information relating to the merger of EMH Acquisition Corporation with and into Price Pfister, Inc. (the "Merger").

FIRST: The names and states of incorporation of each of the constituent corporations to the Merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Price Pfister, Inc.	Delaware
EMH Acquisition Corporation	Delaware

SECOND: The Agreement and Plan of Merger dated as of April 8, 1988 (the "Merger Agreement"), among Price Pfister, Inc., Emhart Corporation and EMH Acquisition Corporation setting forth the terms and conditions of the Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Sections 228 and 251(c) of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the Merger is Price Pfister, Inc.

FOURTH: Pursuant to the Merger Agreement, the Restated Certificate of Incorporation of Price Pfister, Inc. is amended in its entirety as set forth as Exhibit A

hereto and shall be the Restated Certificate of Incorporation of the Surviving Corporation.

FIFTH: An executed Merger Agreement is on file at the principal place of business of Price Pfister, Inc., 13500 Paxton Street, Pacoima, California 91331.

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of either constituent corporation.

IN WITNESS WHEREOF, Price Pfister, Inc. has caused this Certificate of Merger to be executed in its corporate name this 6th day of May, 1988.

By: 

Name: Peter S. Gold
Title: President, Chief
Executive Officer and
Chairman of the Board

ATTEST:

By: 

Name: Sydney M. Armas
Title: Secretary

EXHIBIT A

RESTATED
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, INC.

FIRST: The name of the Corporation is Price Pfister, Inc. (hereinafter the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "GCL").

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 100 shares of Common Stock, each having a par value of one penny (\$.01).

FIFTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

(2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the By-Laws of the Corporation.

(3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation. Election of directors need not be by written ballot unless the By-Laws so provide.

(4) No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the GCL or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Article FIFTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(5) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the GCL, this Certificate of Incorporation, and any By-Laws adopted by the stockholders; provided, however, that no By-Laws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such By-Laws had not been adopted.

SIXTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the GCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

SEVENTH: The Corporation shall indemnify to the full extent authorized or permitted by law (as now or hereafter in effect) any person made, or threatened to be made a party or witness to any action, suit or proceeding (whether civil or criminal or otherwise) by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or by reason of the fact that such director or officer, at the request of the Corporation, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity. Nothing contained herein shall affect any rights to indemnification to which employees other than directors and officers may be entitled by law. No amendment to or repeal of this Article SEVENTH shall apply to or have any effect on any right to indemnification provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the GCL or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of the GCL, order a meeting of the creditors or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

State of Delaware



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF RESTATED CERTIFICATE OF INCORPORATION
OF PRICE PFISTER, INC. FILED IN THIS OFFICE ON THE THIRTEENTH DAY
OF JULY, A.D. 1987, AT 9 O'CLOCK A.M.

: : : : : : : :



877194847

A handwritten signature of Michael Harkins in cursive script, written over a horizontal line.

Michael Harkins, Secretary of State

AUTHENTICATION: 11313486

DATE: 87/13/1987

RESTATED
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, INC.

The undersigned, David P. Rousso and Sydney M. Irmas, certify that they are the Executive Vice President and the Secretary, respectively, of Price Pfister, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and do hereby further certify as follows:

1. The name of the Corporation is Price Pfister, Inc., which was originally incorporated under the name of "Price Pfister, NI Industries, Inc."

2. The original Certificate of Incorporation of the Corporation was filed in the Office of the Secretary of State of the State of Delaware on May 18, 1983.

3. This Restated Certificate of Incorporation, which both amends and restates the Certificate of Incorporation of the Corporation, was duly adopted by the written consent of the holders of a majority of the outstanding stock of the Corporation in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, and written notice of the adoption of this Restated Certificate of Incorporation was given to all stockholders who did not consent in writing.

4. The text of the Certificate of Incorporation of the Corporation as amended hereby is restated to read in its entirety, as follows:

FIRST: The name of the corporation (hereinafter referred to as the Corporation) is:

PRICE PFISTER, INC.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is fifteen million (15,000,000) shares of Common Stock, par value One Cent (\$0.01) per share (the "Common Stock").

Each holder of Common Stock of the Corporation entitled to vote shall have one vote for each share thereof held.

The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall receive notice thereof, except as expressly provided by applicable laws.

FIFTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in applicable law) outside the State of Delaware at such place as may be designated from time to time by the Board of Directors or the By-Laws of the Corporation.

SIXTH: Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors need not be by written ballot.

SEVENTH: The Board of Directors is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any By-Law made by the Board of Directors.

EIGHTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

NINTH: Any officer of the Corporation elected or appointed by its Board of Directors may be removed at any time in such manner as shall be provided in the By-Laws of the Corporation.

TENTH: [Intentionally omitted.]

ELEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except that this Article ELEVENTH shall not eliminate or limit a director's liability (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

Any repeal or modification of this Article ELEVENTH shall not increase the personal liability of any director of the Corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

The provisions of this Article ELEVENTH shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability of a director which has not been eliminated by the provisions of this Article ELEVENTH.

IN WITNESS WHEREOF, the undersigned, being the Executive Vice President and Secretary of the Corporation, respectively, do hereby further certify and affirm under penalties of perjury that the within instrument is our own act and deed, and that the facts stated hereinabove are truly set forth and, accordingly, have hereunto set our hands this 9th day of July, 1987.


DAVID P. BOUSSO,
Executive Vice President

ATTEST:


SYDNEY M. IRMAS, Secretary

(SEAL)

ZAIDWD0040

State of Delaware



22393

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF PRICE PFISTER, INC. FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 1987, AT 9 O'CLOCK A.M.

● ● ● ● ● ● ● ● ● ●



877177871


Michael Harkins, Secretary of State

AUTHENTICATION: 11295441

DATE: 06/29/1987

FILED

JUN 26 1987 9^{AM}

[Signature]
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, INC.

Pursuant to Section 242 of the General Corporation Law of the State of Delaware.

The undersigned, David P. Rousso, Executive Vice President of Price Pfister, Inc., a Delaware corporation (hereinafter called the "Corporation"), hereby certifies as follows:

I. The Board of Directors of the Corporation by unanimous written consent, dated June 16, 1987, duly adopted a resolution approving a proposed amendment to the Certificate of Incorporation of the Corporation, which amendment is set forth in Article II of this Certificate of Amendment.

II. In lieu of a meeting and vote of stockholders, the stockholders holding all of the outstanding shares entitled to vote on said proposed amendment, to wit, 9,999,999 shares of the 9,999,999 shares issued and outstanding of the Corporation, gave their written consent to said amendment to the Certificate of Incorporation of the Corporation.

III. The amendment to the Certificate of Incorporation of the Corporation is as follows:

Article FOURTH of the Certificate of Incorporation of the Corporation shall be amended in full to read as follows:

"FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is fifteen million (15,000,000) shares of Common Stock, par value One Cent (\$0.01) per share (the "Common Stock").

Each holder of Common Stock of the Corporation entitled to vote shall have one vote for each share thereof held.

The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof, for all purposes, and

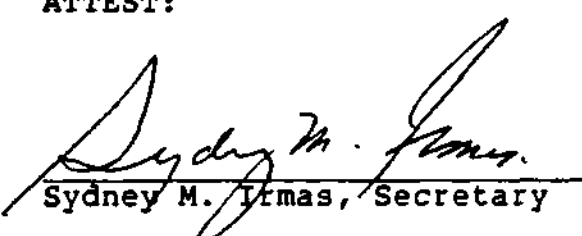
shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall receive notice thereof, except as expressly provided by applicable laws."

IV. Said amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, this Certificate has been signed by the undersigned, David P. Rousso, the Executive Vice President of the Corporation, and has been made under the seal of the Corporation attested by Sydney M. Irmes, the Secretary of the Corporation, this 15th day of June, 1987.


David P. Rousso
Executive Vice President

ATTEST:


Sydney M. Irmes, Secretary

(SEAL)

RECEIVED FOR RECORD

JUL 09 1987

William M. Honey, Recorder

DOCUMENTARY
SURCHARGE
PAID \$3.00



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF RESTATED CERTIFICATE OF INCORPORATION OF PRICE PFISTER, INC. FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF MAY, A.D. 1987, AT 9 O'CLOCK A.M.

1 1 1 1 1 1 1 1 1 1



877142091


Michael Harkins, Secretary of State

AUTHENTICATION: 11247934

DATE: 05/25/1987

RESTATED
CERTIFICATE OF INCORPORATION
OF
PRICE PFISTER, INC.

The undersigned, David P. Rousso and Sydney M. Irmas, certify that they are the Executive Vice President and the Secretary, respectively, of Price Pfister, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and do hereby further certify as follows:

1. The name of the Corporation is Price Pfister, Inc., which was originally incorporated under the name of "Price Pfister, NI Industries, Inc."

2. The original Certificate of Incorporation of the Corporation was filed in the Office of the Secretary of State of the State of Delaware on May 18, 1983.

3. This Restated Certificate of Incorporation, which both amends and restates the Certificate of Incorporation of the Corporation, was duly adopted by the written consent of the stockholders of the corporation in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

4. The text of the Certificate of Incorporation of the Corporation as amended hereby is restated to read in its entirety, as follows:

FIRST: The name of the corporation (hereinafter referred to as the Corporation) is:

PRICE PFISTER, INC.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is twenty-five

million (25,000,000) shares of Common Stock, par value One Cent (\$0.01) per share (the "Common Stock").

Upon the effectiveness of this Restated Certificate of Incorporation, each share of Common Stock theretofore outstanding shall be reconstituted, without the necessity of further action, as Eleven Thousand One Hundred and Eleven and Eleven One-Hundredths (11,111.11) shares of Common Stock, and each certificate theretofore representing shares of Common Stock shall thereafter represent an appropriately adjusted number of shares of Common Stock.

Each holder of Common Stock of the Corporation entitled to vote shall have one vote for each share thereof held.

The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall receive notice thereof, except as expressly provided by applicable laws.

FIFTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in applicable law) outside the State of Delaware at such place as may be designated from time to time by the Board of Directors or the By-Laws of the Corporation.

SIXTH: Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors need not be by written ballot.

SEVENTH: The Board of Directors is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any By-Law made by the Board of Directors.

EIGHTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this

Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

NINTH: Any officer of the Corporation elected or appointed by its Board of Directors may be removed at any time in such manner as shall be provided in the By-Laws of the Corporation.

TENTH:

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue as to an indemnatee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) hereof, the Corporation shall indemnify any such indemnatee seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article TENTH shall be a contract right and shall include the right to have paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided,

however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which services was or is rendered by such indemnitee while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Article TENTH or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to any employee or agent of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Article TENTH is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of the expenses pursuant to the term of an undertaking, the indemnitee shall be entitled to have paid also the expense of prosecuting or defending such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the indemnitee has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the indemnitee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard or conduct, shall be a defense to the

action or create a presumption that the indemnitee has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article TENTH shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Restated Certificate of Incorporation, By-Law, agreement, vote of stockholders or disinterested directors or otherwise.

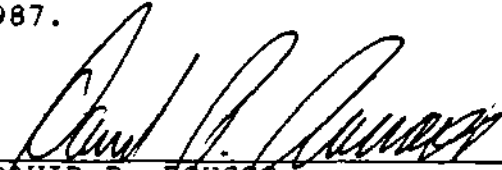
(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

ELEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except that this Article ELEVENTH shall not eliminate or limit a director's liability (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is amended after the date of the filing of this Restated Certificate of Incorporation with the Delaware Secretary of State to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended from time to time.

Any repeal or modification of this Article ELEVENTH shall not increase the personal liability of any director of the Corporation for any act or occurrence taking place prior to such repeal or modification, or otherwise adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

The provisions of this Article ELEVENTH shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability of a director which has not been eliminated by the provisions of this Article ELEVENTH.

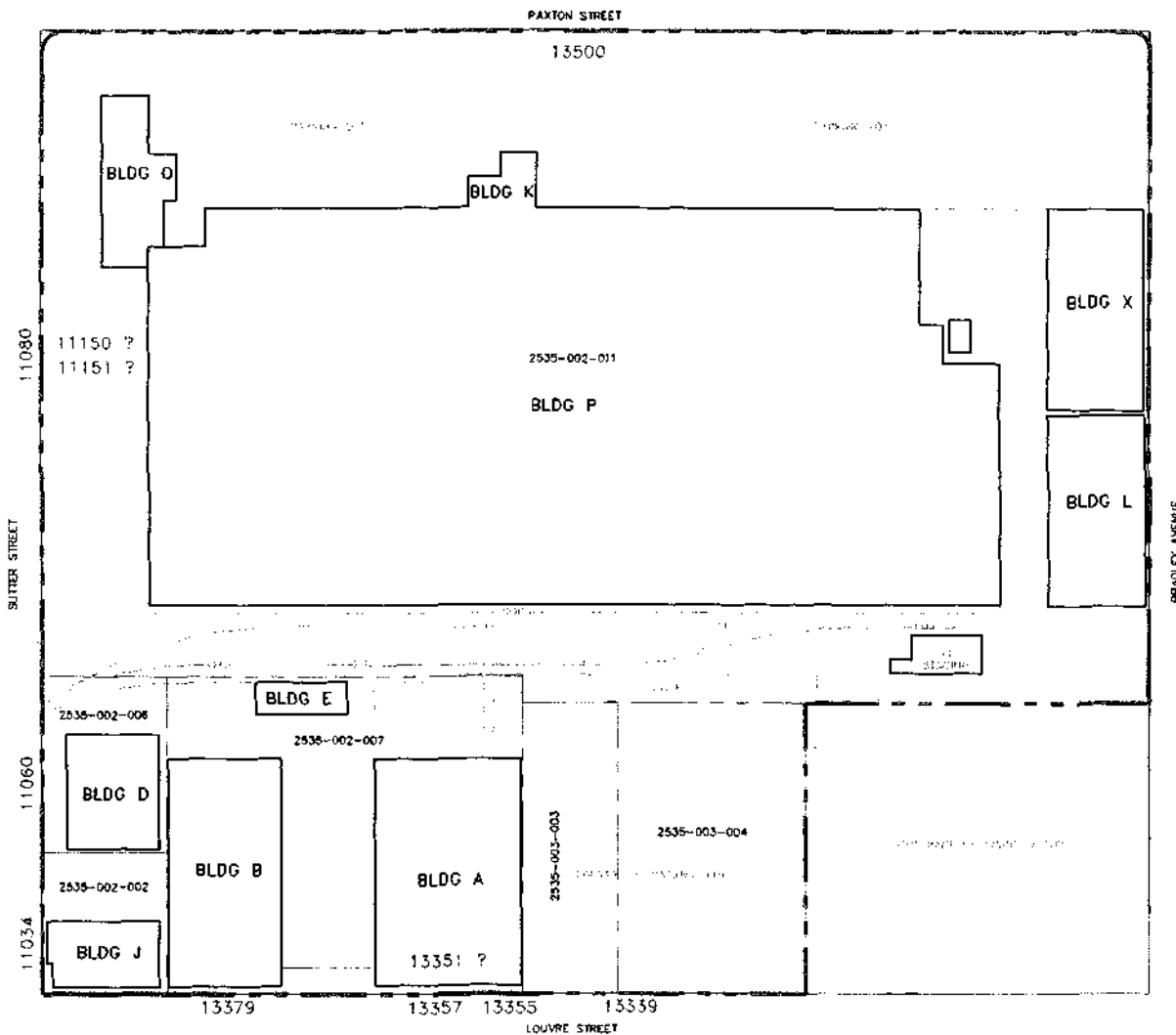
IN WITNESS WHEREOF, the undersigned, being the Executive Vice President and Secretary of the Corporation, respectively, do hereby further certify and affirm under penalties of perjury that the within instrument is our own act and deed, and that the facts stated hereinabove are truly set forth and, accordingly, have hereunto set our hands this 20th day of May, 1987.


DAVID P. ROUSSE,
Executive Vice President

ATTEST:


SYDNEY M. IRMIAS, Secretary

ZAIDWD0040



LEGEND

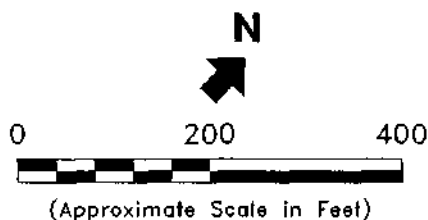
- Former Building
- - - Property Line
- Parcel Boundary

Notes:

1. All locations are approximate.
2. Current and historical addresses shown above are based on information obtained by EKI during agency file reviews.
3. Parcel boundaries and parcel numbers shown above are based on information obtained from the Los Angeles County Assessor's Office.

**Erler &
Kalinowski, Inc.**

Site Plan

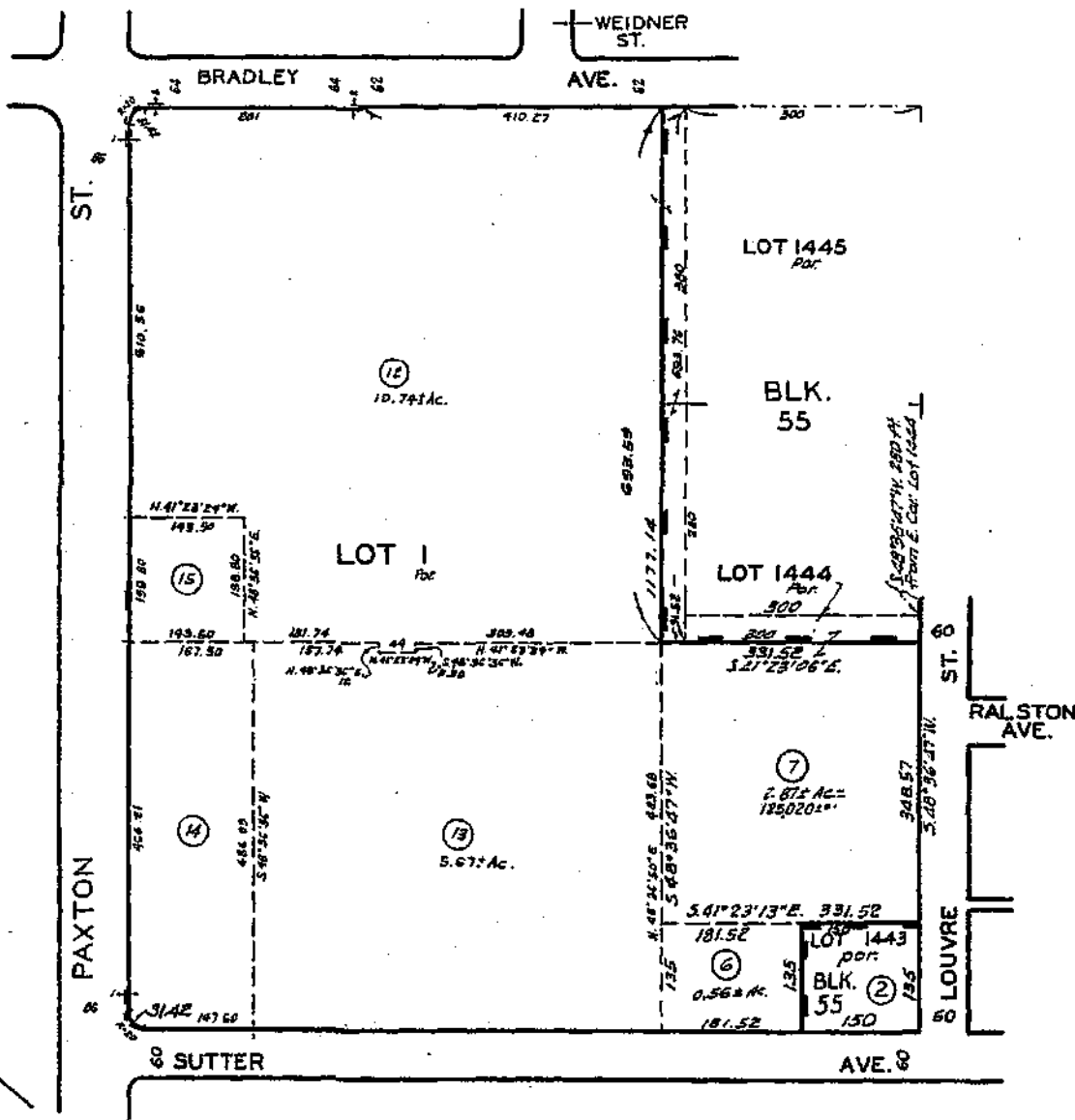


Price Pfister, Inc.
Pacoima, CA
October 2007
EKI A20034.02
Figure 1

2535 2
SCALE 1" = 150'

2006

CODE
8856



TRACT NO. 17058

M.B. 487-21-22

PACOIMA

M.R. 29-79-83

FOR PREV. ASSMT. SEE: 2535-2 & 3

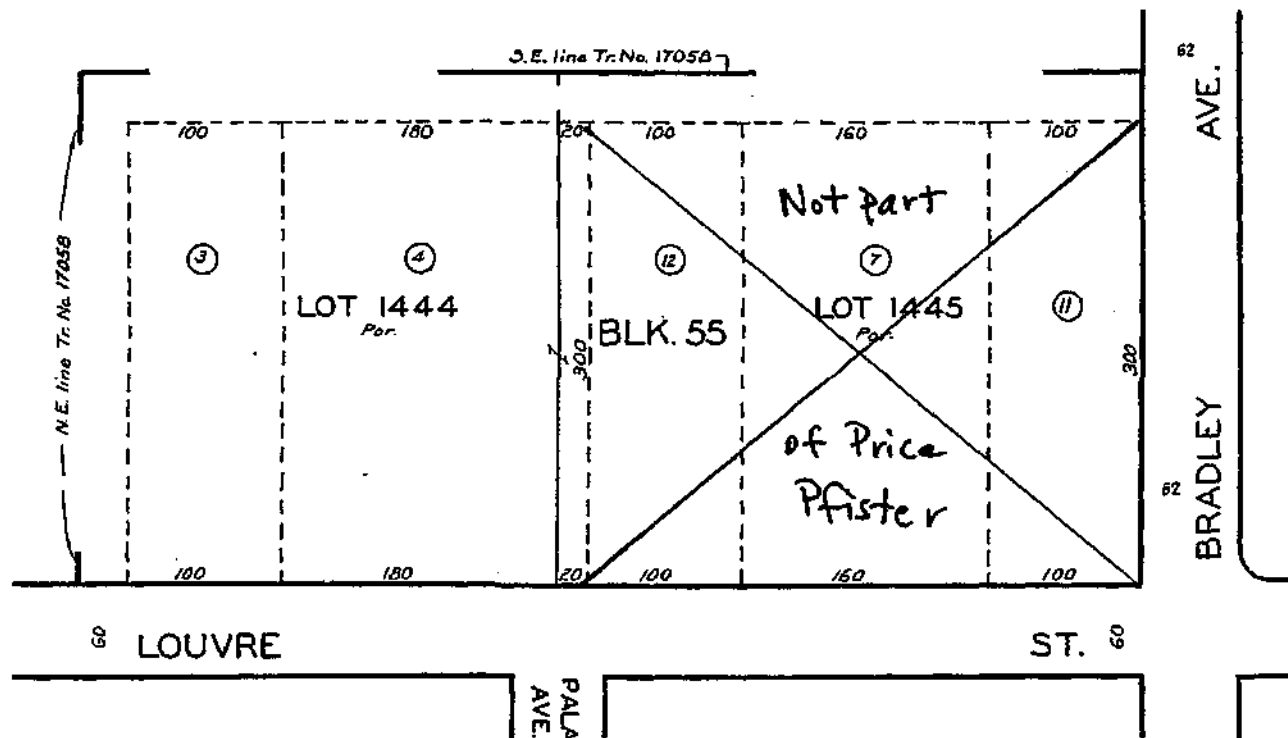
1-21-85 Revised
2-13-65 11-13-57
10-28-58
1-28-61
2-18-66
4-27-66
6-12-68
7/10/1965
7/10/1965
950215
20050508/0005001-29

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

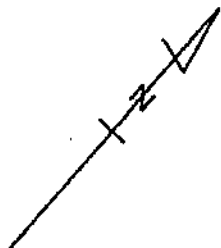
2535 | 3
SCALE 1" = 80'

1995

2-15-62
660914
350215
KERN 500
1-28-61
2-18-64 P
700128508



CODE
8856

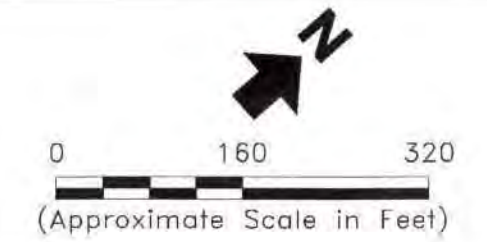
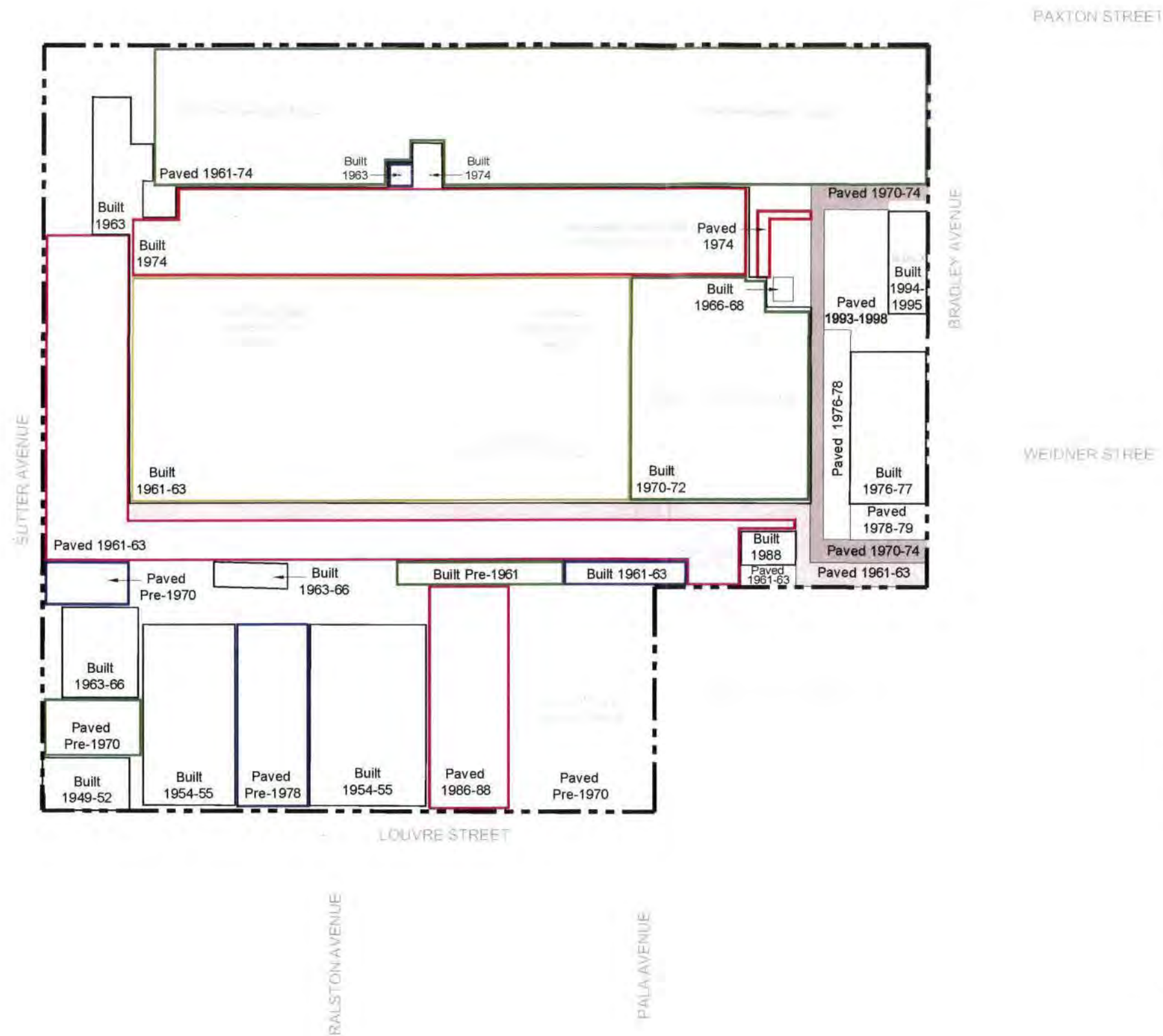


PACOIMA
M.R. 29-79-83

FOR PREV. ASSMT. SEE: 2535-3

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

Pages 303 - 468 Redacted
Confidential Business Information



Legend:

--- Approximate Property Boundary

Notes:

1. All locations are approximate.
2. Building construction and paving history is based upon review of available historical aerial photographs and architectural drawings.
3. Where a range of years is posted, actual year of building construction or paving is uncertain and building construction or paving can only be estimated to have occurred within the range of years posted.

**Erler &
Kalinowski, Inc.**

Building Construction and
Paving History

Price Pfister, Inc.
Pacoima, CA
February 2003
EKI A20034.03

Figure 2

2. DESCRIPTION OF THE PERMITTED TREATMENT UNITS

2.1 Unit 1000 – Process Wastewater Treatment System

The process wastewater treatment system, Unit 1000, was located in Building P as shown on Figure 2. Process wastewater was generated from the following operations (Price Pfister, 1999):

- Rack Electroplating Operations – generated rinses after plating (copper, nickel and chrome) and rinses after acid and alkaline cleaning.
- Barrel Electroplating Operations – generated rinses after copper and nickel plating and rinses after acid and alkaline cleaning.
- Rack and Part Stripping – generated acidic rinses after copper and nickel plating.
- Rotoclone Scrubber (Polishing) – generated water used to contain the dust produced from the polishing and buffing operations.
- Fabrication – generated alkaline and acid cleaning rinses.
- Machining/Washing – generated alkaline and acid cleaning rinses.
- Effluent from Unit 2000 – Oil Staging Unit – generated oily wastewater that originated in various operations, including wash water from screw machine operations, mop water from floor cleaning, and rinsate from the raw material drum and container rinsing operation.

The volume of wastewater generated at the Site ranged from 60,000 gallons per day ("gpd") to 85,000 gpd (personal communication with Mr. Jose Arambulo of Price Pfister on 7 May 2002).

Unit 1000 consisted of twenty-two aboveground tanks and nine underground containers, of which one was a four-stage clarifier. The twenty-two aboveground tanks included numerous holding tanks, feed tanks, a lamella clarifier, and three multimedia sand filters. In addition to the twenty-two tanks, the Unit 1000 also included a filter press and auxiliary equipment, such as pumps, piping, valves, mixers, and drums. A layout of Unit 1000 and a list of the tanks and containers included in the treatment unit are presented on Figure 3.

All process wastewater was treated in Unit 1000 prior to discharge to the sanitary sewer. The treatment operations included hexavalent chromium reduction, neutralization, flocculation, clarification, filtration, filter press, sludge thickening, and heavy metal precipitation as described below.

2.1.1 Wastewater Treatment Process Description

The process flow diagram for the former wastewater treatment system is shown in Figure 4 as referenced in the On-Site Hazardous Waste Treatment Notification Form (Price Pfister, 2001) and the Industrial Discharge Fact Sheet (Price Pfister, 1999).

The acid and alkali streams from the plating operations, effluent from acid and alkali scrubbers, effluent from rack and part stripping operations, and all other metal-containing streams, except those that contained hexavalent chromium and copper, flowed to the pH adjustment/precipitation tanks (containers 7 and 8 on Figures 3 and 4).

The chromium-bearing waste stream from the electroplating process was collected in Holding Pit 1 and treated in containers 5 and 6. This waste stream, which also included the chrome scrubber overflow, acid waste from the deionization ("DI") final rinse and the DI backwash, was treated with sulfuric acid and sodium metabisulfite in container 5 to reduce hexavalent chromium to trivalent chromium. Container 6 is used as a second-stage reduction tank.

The copper-bearing waste stream, which included alkali waste and waste from the electroplating process, the DI final rinse, and the DI backwash, was collected in Holding Pit 2 and treated in containers 3 and 4 prior to entering the neutralization tank. Copper was precipitated from the waste stream with aluminum chloride and lime.

These chromium-bearing and copper-bearing waste streams were combined in the second-stage of the chrome reduction tank (container 6) and then were pumped to the second-stage of the neutralization tank (container 7), where they were mixed with the rest of the process waste streams.

All process waste streams then entered the two-stage neutralization tank for pH adjustment (containers 7 and 8). The acid/alkali overflow rinses from the electroplating process (rack and barrel) flowed directly to the first-stage neutralization tank (container 7). Other waste streams were collected in sumps and were then pumped to the first-stage neutralization tank. Unit 1000 also treated the oily wastewater generated in Unit 2000, the Oil Staging Unit that was pumped via overhead piping into the brass plating sump in Building P that in turn flowed to the first-stage pH adjustment tank (container 7).

After initial precipitation of metals by adjusting the pH in the two-stage neutralization tank (containers 7 and 8), the process wastewater was pumped to a lamella clarifier and polymers were added for flocculation. Solids were separated in the lamella clarifier, and the clarified liquid was discharged to a four-stage, below grade clarifier where it was neutralized by addition of sulfuric acid. The treated effluent was then pumped through a multimedia sand filter system for further polishing prior to being discharged to the sewer in accordance with the provisions of a LABS permit (Permit No. W-247773). The settled sludge from the lamella clarifier was pumped through a series of sludge holding tanks to a filter press. The filtrate was returned to the second-stage pH adjustment tank (container

8), while the filter cake was kept in hazardous waste bins and manifested for off-Site disposal. The backwash from the multimedia sand filter system also returned to the pH adjustment/precipitation tank.

2.2 Unit 2000 – Oil Staging Unit

The Oil Staging Unit (Unit 2000) consisted of one oil-water separator, two holding tanks and one below grade container. The estimated monthly volume of oily water treated in Unit 2000 was 10,000 gallons (Price Pfister, 2001). The treatment process consisted of oil/water phase separation, pH adjustment, precipitation, flocculation, and filtration. This unit was used to treat oil/water mixtures from various operations, including wash water from screw machine operations and mop water from floor cleaning. These waste streams and rinsate from the raw material drum and container rinsing operation (Unit 3000) were collected in a below-grade tank, and then were pumped to an oil-water separator (Figure 4). The separated oil mixture (i.e., oil with some water) was collected and transported off-Site for recycling. The effluent water was pumped into holding tanks prior to being transferred to a treatment tank operated on a batch basis. Sodium hydroxide was added to the effluent water from the oil-water separator for pH adjustment, followed by flocculation with aluminum chloride. After flocculation, the solids were separated by gravity filtration through a filter cloth. The clear effluent was transferred to Unit 1000, and the sludge was transported off-Site for recycling.

2.3 Unit 3000 – Drum and Container Rinsing and Crushing

Unit 3000 consisted of one below-grade tank. The estimated monthly amount of waste treated with this unit was 5,000 pounds (Price Pfister, 2001). The drums and containers were rinsed or steam cleaned in the tank, and the rinsate was transferred to Unit 2000 for further processing. The cleaned drums and containers were reused at the Site or were sent off-Site for recycling.

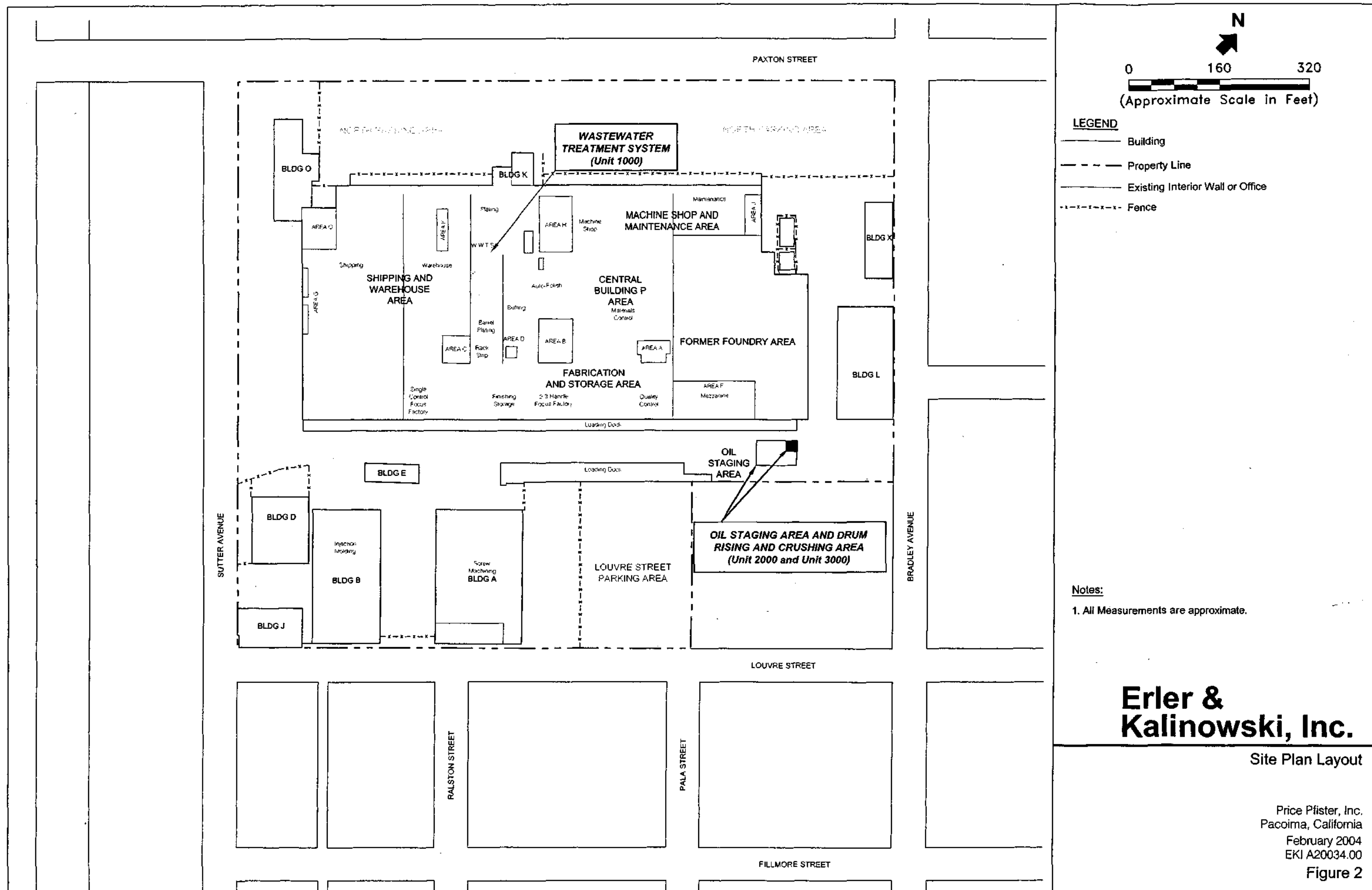
2.4 Hazardous Waste Inventory

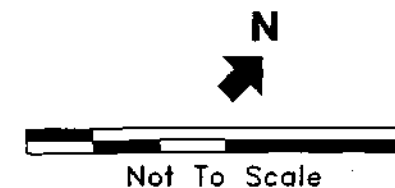
Based on information provided by Price Pfister (2002), the maximum annual quantities of waste generated and the maximum quantities of hazardous wastes treated on-Site in former permitted waste treatment units 1000, 2000, and 3000 are estimated to be as follows:

- The process wastewater generated from the entire facility varied from 60,000 gpd to 85,000 gpd (personal communication with Mr. Arambulo of Price Pfister on 7 May 2002). After treatment in Unit 1000, the effluent was discharged into the sanitary sewer under LABS Permit No. W-247773.
- The maximum annual quantity of filter cake (which is classified as a Resource Conservation Recovery Act or "RCRA" F006 waste) generated in Unit 1000 was 674 tons in 1999. The filter cake was stored at the Site in two 10-ton covered

roll-off bins in the hazardous materials storage area (Building X; see Figure 2). When the two bins were full or nearly full, the waste was transported for appropriate off-Site disposal. Therefore, the estimated maximum quantity of RCRA F006 waste present at the Site at any given time was approximately 20 tons (personal communication with Mr. Arambulo of Price Pfister on 9 May 2002).

- The estimated monthly volume of oily water treated in Unit 2000 was 10,000 gallons (Price Pfister, 2001). Therefore, approximately 120,000 gallons of oily water were treated in Unit 2000 annually.
- The maximum annual quantity of used oil recovered in Unit 2000 was approximately 7,000 gallons in 1997. Used oil was typically stored in drums in the Oil Staging Area for less than 90 days. The used oil was generally shipped off-Site for recycling in quantities of 500 to 600 gallons (personal communication with Mr. Arambulo of Price Pfister on 9 May 2002). Therefore, the estimated maximum quantity of used oil stored on-Site at any given time was 500 to 600 gallons.
- The quantity of solid waste generated in Unit 2000 (residual sludge from flocculation, precipitation, filtration) in 1997 was approximately 2 tons. According to information provided by Price Pfister, solid waste generated in Unit 2000 was transported off-Site in 300- to 400-pound batches (personal communication with Mr. Arambulo on 15 May 2002). Therefore, the estimated maximum quantity of solid waste generated and stored at Unit 2000 was 400 pounds.
- The estimated monthly quantity of waste treated in Unit 3000 was 5,000 pounds (Price Pfister, 2001). This included both plastic and metal drums that were rinsed and recycled. The maximum annual quantity of waste generated in Unit 3000 was approximately 30,000 pounds of metal drums in 1997. According to information provided by Price Pfister, the empty metal drums were shipped off-Site three times per year. Therefore, the estimated maximum quantity of drum waste present on-Site at any given time was approximately 10,000 pounds.





LEGEND

- Building
- Existing Interior Wall or Office

DESCRIPTION OF TANKS AND CONTAINERS:

BELOW GRADE	1	Chrome Holding Pit
	2	Alkali Holding Pit
	3	Alkali/Cu Treatment Pit 1
	4	Alkali Treatment Pit 2
	5	Chrome Treatment Pit 1
	6	Chrome Treatment Pit 2
	7	pH Adjustjustment Pit 1
	8	pH Adjustjustment Pit 2
	9	Effluent Clarifier
ABOVE GRADE	A1	Sand Filter Feed Tank
	A2	Sand Filter Feed Tank
	B	Final Effluent Holding Tank
	C	Backwash Feed Tank
	D	Multi-Media Sand Filter W3
	E	Multi-Media Sand Filter W2
	F	Multi-Media Sand Filter W1
	G	B-10 Treatment Tank (Citric Acid Solution Treatment)
	H	Water Cleaner Holding Tank (Concentrated Cleaner Solution)
	I	Waste Acid Holding Tank (Cleaner Solution from Fabrication)
	J	Waste Acid Holding Tank
	K	Waste Acid Treatment Tank
	L	"Lamella" Gravity Clarifier
	M	Sludge Holding Tank 1
	N	Sludge Holding Tank 2
	O	Sludge Feed Tank to Filter Press
	P	Part Strip Tank (Sulfuric Acid)
	Q	Soda Ash Rinse
	R	Water Rinse
	S	Soda Ash Rinse
	T	Water Rinse
	U	Part Strip Acid Holding Tank
		Filter Press

Notes:

1. All locations are approximate.

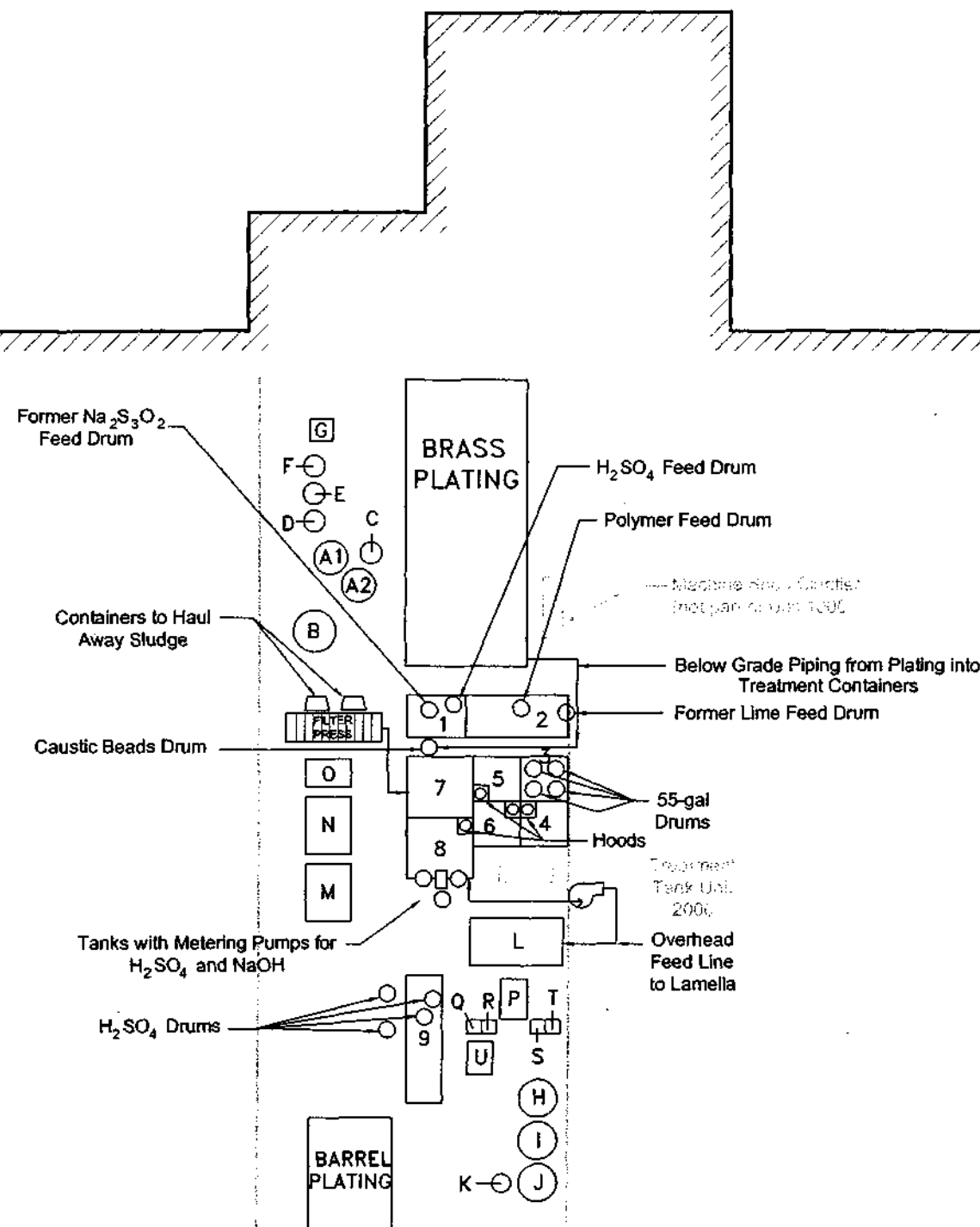
**Erler &
Kalinowski, Inc.**

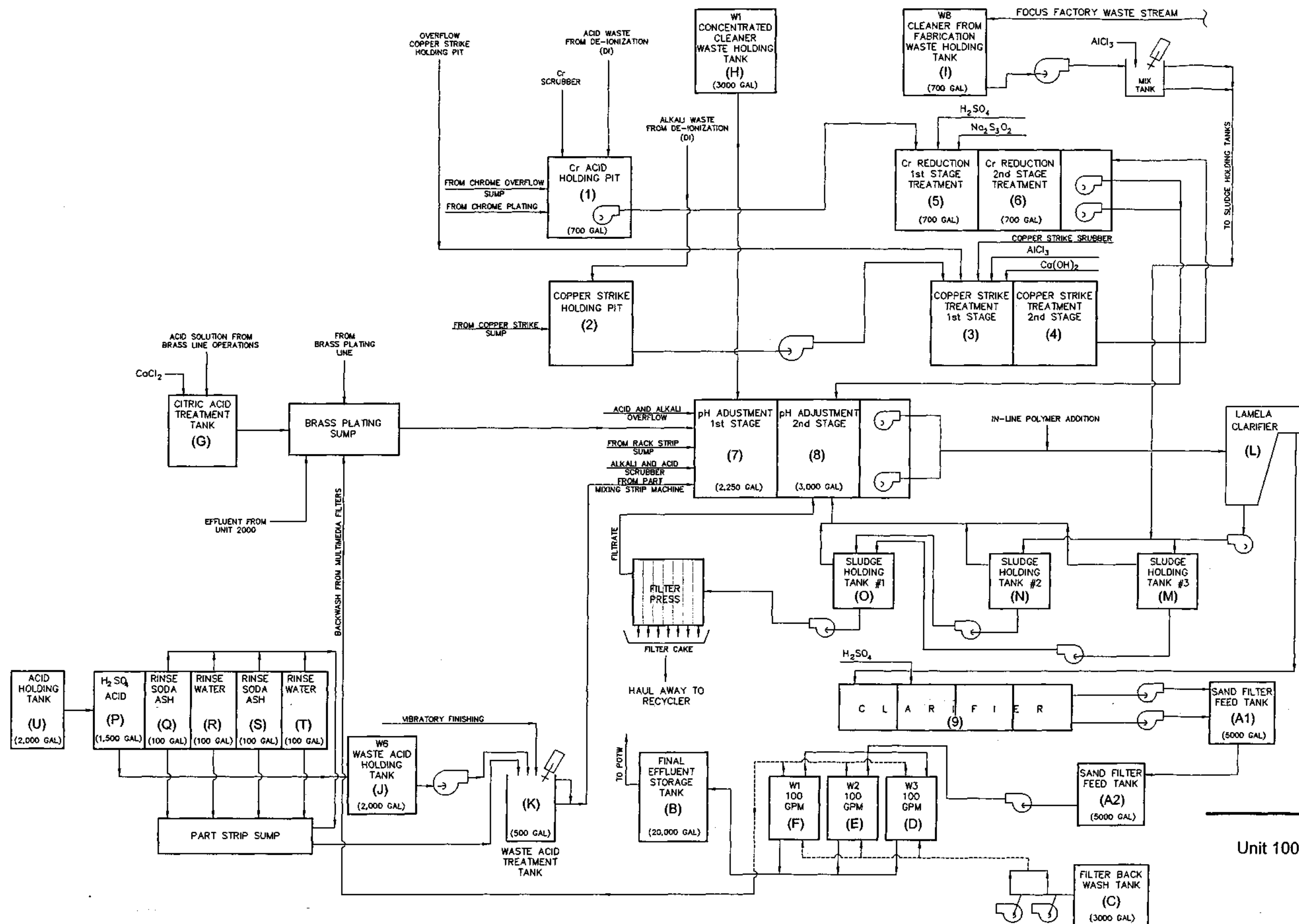
Unit 1000
Wastewater Treatment
System Layout

Price Pfister, Inc.
Pacoima, CA

February 2004
EKI A20034.00

Figure 3



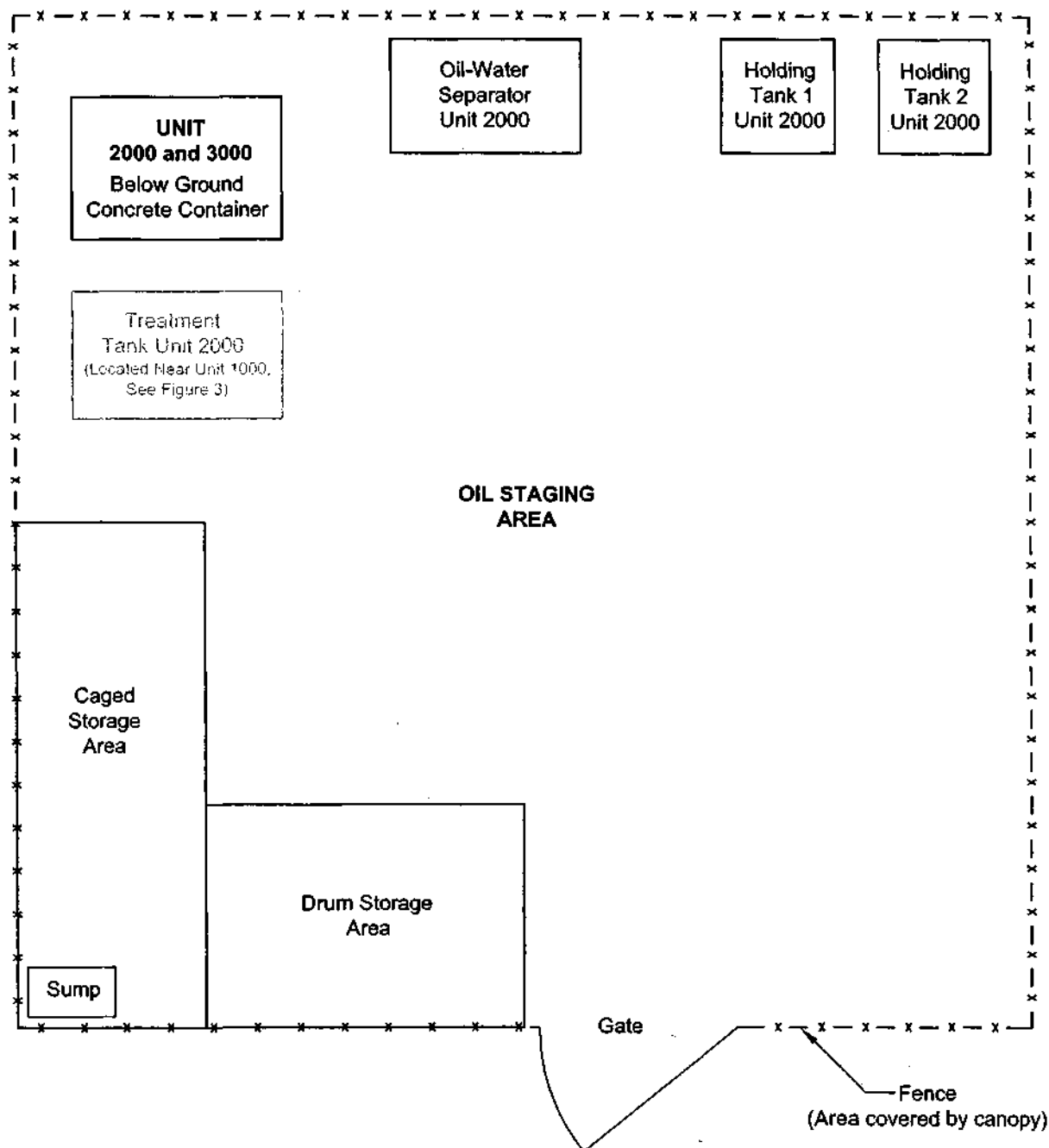


Erler & Kalinowski, Inc.

Process Flow Diagram for
Unit 1000 - Wastewater Treatment System

Price Pfister, Inc.
Pacoima, CA
February 2004
EKI A20034.00

Figure 4



Layout - Not to Scale

Notes:

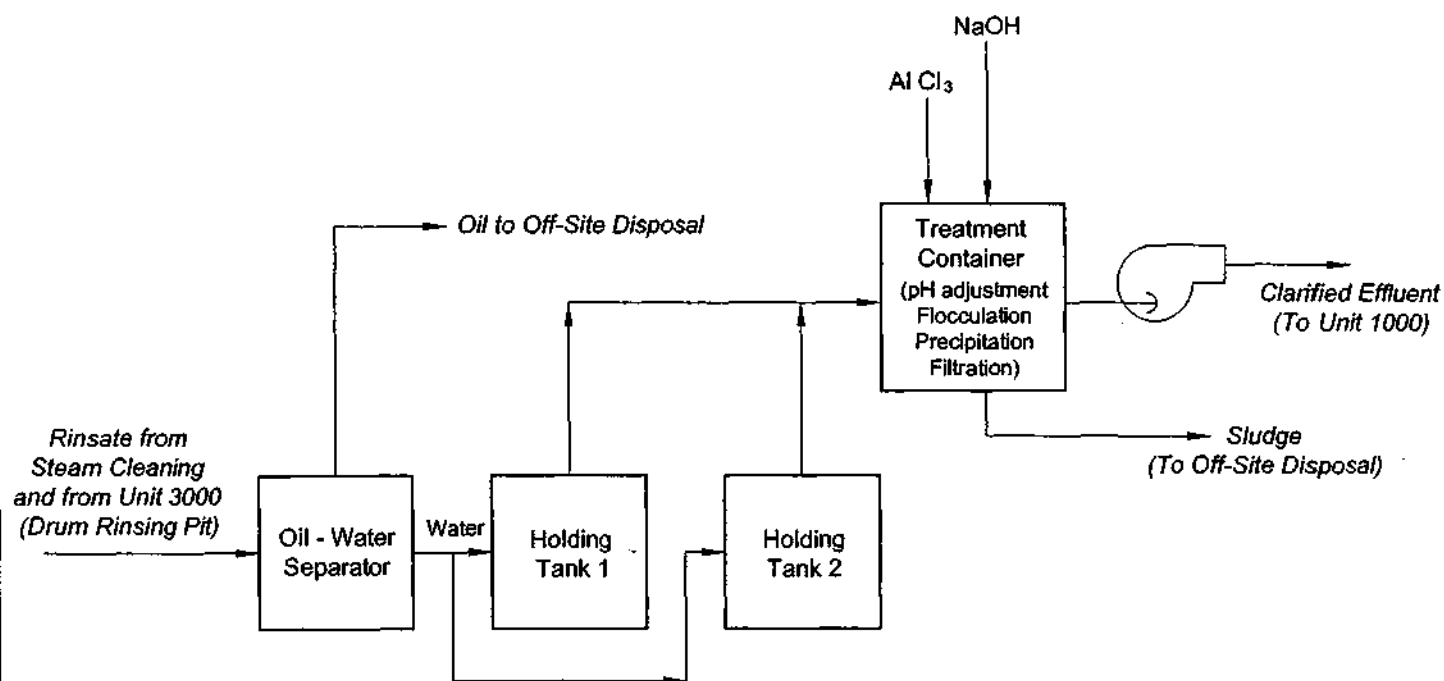
1. All locations are approximate.

**Erler &
Kalinowski, Inc.**

Layout of Unit 2000 - Oil Staging Unit and
Unit 3000 - Drum and Container
Rinsing and Crushing Unit

Price Pfister, Inc.
Pacoima, CA
February 2004
EKI A20034.00

Figure 5



UNIT 2000 - OIL STAGING UNIT

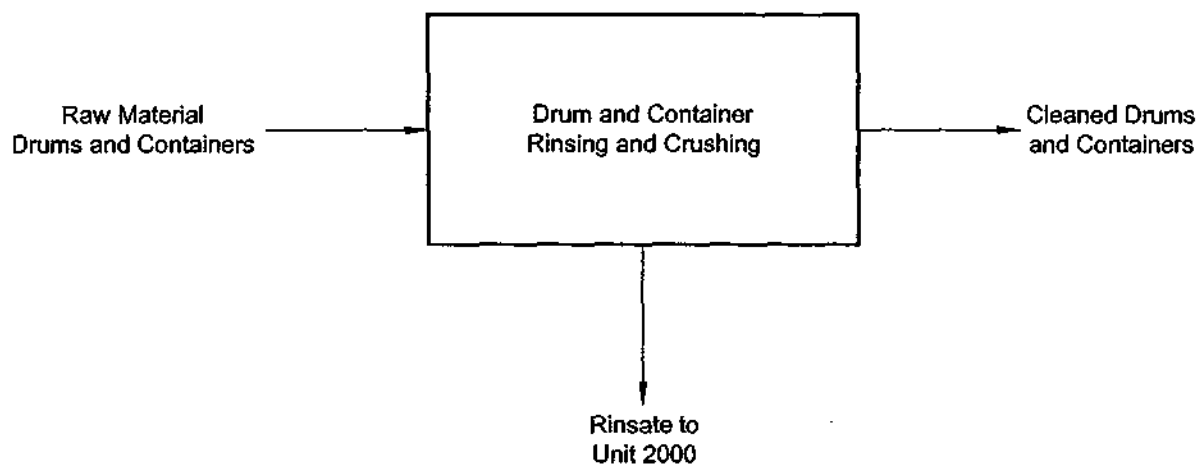
Abbreviations:

AlCl₃ = Aluminum chloride
NaOH = Sodium hydroxide

**Erler &
Kalinowski, Inc.**

Process Flow Diagram for Unit 2000
Oil Staging Unit

Price Pfister, Inc.
Pacoima, CA
February 2004
EKI A20034.00
Figure 6



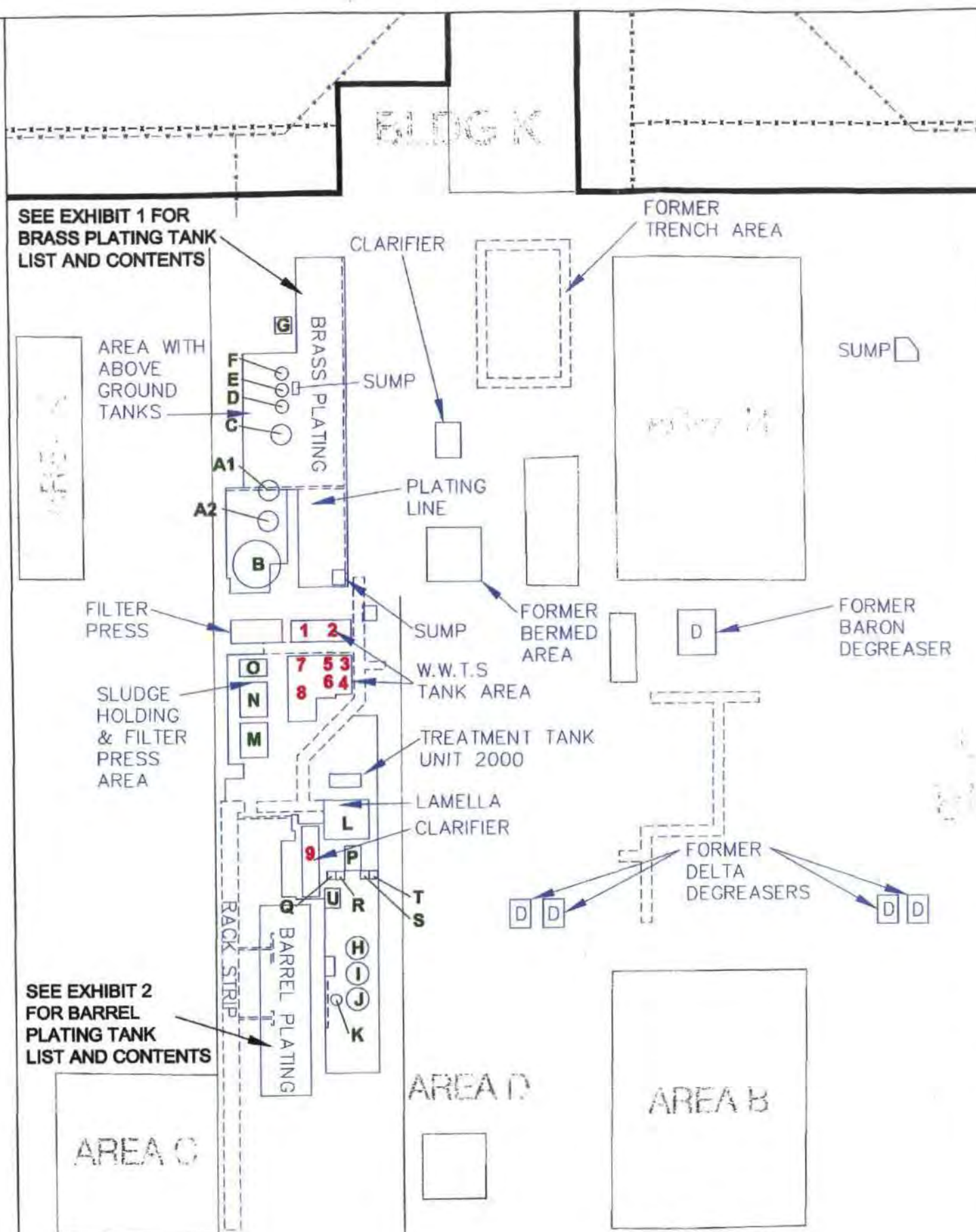
UNIT 3000 - DRUM AND CONTAINER RINSING AND CRUSHING UNIT

**Erler &
Kalinowski, Inc.**

Process Flow Diagram for Unit 3000
Drum and Container Rinsing
and Crushing Unit

Price Pfister, Inc.
Pacifica, CA
February 2004
EKI A20034.00

Figure 7



DESCRIPTION OF WWTS TANKS AND CONTAINERS:

BELOW GRADE	1	Chrome Holding Pit
	2	Alkali Holding Pit
	3	Alkali/Cu Treatment Pit 1
	4	Alkali Treatment Pit 2
	5	Chrome Treatment Pit 1
	6	Chrome Treatment Pit 2
	7	pH Adjustment Pit 1
	8	pH Adjustment Pit 2
	9	Effluent Clarifier
ABOVE GRADE	A1	Sand Filter Feed Tank
	A2	Sand Filter Feed Tank
	B	Final Effluent Holding Tank
	C	Backwash Feed Tank
	D	Multi-Media Sand Filter W3
	E	Multi-Media Sand Filter W2
	F	Multi-Media Sand Filter W1
	G	B-10 Treatment Tank (Citric Acid Solution Treatment)
	H	Water Cleaner Holding Tank (Concentrated Cleaner Solution)
	I	Waste Acid Holding Tank (Cleaner Solution from Fabrication)
	J	Waste Acid Holding Tank
	K	Waste Acid Treatment Tank
	L	"Lamella" Gravity Clarifier
	M	Sludge Holding Tank 1
	N	Sludge Holding Tank 2
	O	Sludge Feed Tank to Filter Press
	P	Part Strip Tank (Sulfuric Acid)
	Q	Soda Ash Rinse
	R	Water Rinse
	S	Soda Ash Rinse
	T	Water Rinse
	U	Part Strip Acid Holding Tank
		Filter Press

Notes:

1. All locations are approximate. The dimensions and locations of tanks and other features are not to scale.
2. Below ground treatment containers - 1 to 9.
3. Above ground treatment tanks - A to U.
4. See Exhibits 1 and 2 for additional information on tanks and contents.

**Erler &
Kalinowski, Inc.**

**Wastewater Treatment System Layout
and Central Building P Features
System Layout**

Price Pfister, Inc.
Pacoima, CA

October 2003
EKI A20034.03

Figure 1

Price Pfister Inc. (EPA ID: CAD 008-384-190)

*NOTE: This may represent multiple shipment in the same year

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1983 Manifest	X		Waste Acid Sludge Corrosive (Sulfuric Acid, Nickel Sulfate, Chromium Sulfate, Copper Sulfate, Water)	Waste Water Treatment Sludge							
CAD 02074 8125	Casmalia Disposal 539 San Ysidro Rd Santa Barbara, CA 93108	1984 Manifest	X		Waste Acid Sludge Corrosive (Sulfuric Acid, Nickel Sulfate, Chromium Sulfate, Copper Sulfate, Water)								
CAD 009 522 988	Talley Brothers, Inc. 625 Laura Avenue Huntington Park, CA 90255-2789	1984 Manifest	X				Hazardous Liquid Waste NOS NORM-E Used cutting oil -						
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1984 Manifest	X			Waste Water Treatment Sludge							

EPA ID#	TSDF or Transporter (See Column D or E)	Year and Report Title	TSDF	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1985 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							Waste Cyanide Solution, poison B
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1985 Manifest	X										Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAD 081-095135	Valley Zinc Company 245 S. Industrial Rd. Bakersfield, CA 93307	1985 Manifest	X										Hazardous Waste Solid (Zinc Metal Dust/Bag House Dust)
CAT 080 011 059	Petroleum Recycling Corporation 1835 E. 29th Street Signal Hill, CA 90806	1985 Manifest	X				Waste, Combustible Liquid N.O.S., NA 1993 (Tank Rinse)						
CAD 02074 8125	Casmalia Disposal 539 San Ysidro Rd Santa Barbara, CA 93108	1985 Manifest	X		Waste Acid Sludge Corrosive (Sulfuric Acid, Nickel Sulfate, Chromium Sulfate, Copper Sulfate, Water)								
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1986 Manifest	X		NOS (corrosive) Corrosive material (Sulfuric Acid, Chromic Acid, Copper Sulfate and Chromium)	RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)			"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1986 Manifest	X										Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAD 020161642	Detrex Corp. 3027 Fruitland Avenue Los Angeles, CA 90058	1986 Manifest	X					Waste Perchl Oroethylene ORM-A UN1897					
CAD 081-095135	Valley Zinc Company 245 S. Industrial Rd. Bakersfield, CA 93307	1986 Manifest	X										Hazardous Waste Solid (Zinc Metal Dust/Bag House Dust)
CAD 981 161 128	Rutherford - Pacific 16604 South San Pedro Carson, CA 90746	1986 Manifest	X				Waste Oil NOS Combustible liquid N.A. 1270						

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1987 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)			"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1987 Manifest	X										Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1987 Manifest	X				Hazardous Waste Liquid NOS ORM-E 9189						
AZD 060-624-251	Inspiration Consolidated Copper Company AKA Cyprus Miami Corp. US Highway 60/70 Claypool, AZ 85532	1987 Manifest	X			Hazardous Solid Waste; n.o.s. ORME-E (Wastewater Treatment Filter Cake) NA 9189							
CAD 981 161 128	Rutherford - Pacific 16604 South San Pedro Carson, CA 90746	1987 Manifest	X				Waste Oil NOS Combustable liquid N.A. 1270						
AZD 060-624-251	Inspiration Consolidated Copper Company AKA Cyprus Miami Corp. US Highway 60/70 Claypool, AZ 85532	1988 Manifest	X			Hazardous Solid Waste; n.o.s. ORME-E (Wastewater Treatment Filter Cake) NA 9189							
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1988 Manifest	X				Hazardous Waste Liquid NOS ORM-E 9189						
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1988 Manifest	x										Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1988 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)			"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
CAD 030 584 502	General Electric Company 3601 E. La Palma Avenue Anaheim, Ca 92806	1988 Manifest	X									Hazardous Substance Liquid, N.O.S., ORME E, NA 9188 RQ (Polychlorinated Biphenyls)	

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1989 Manifest											Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide Hazardous Waste Solid; n.o.s.,
CAT 080 011 059	Petroleum Recycling Corporation 1835 E. 29th Street Signal Hill, CA 90806	1989 Manifest	X				Waste, Combustible Liquid N.O.S., NA 1993 (Tank Rinse)						
CAD 030 584 502	General Electric Company 3601 E. La Palma Avenue Anaheim, Ca 92806	1989 Manifest	X									Hazardous Substance Liquid, N.O.S., ORME E, NA 9188 RQ (Polychlorinated Biphenyls)	
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1989 Manifest	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1989 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1989 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)			"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1990 Manifest	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						
CAT 000 611 251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1990 Manifest	x										Hazardous Waste Solid; n.o.s. ORM-E, NA 9189; Zinc Oxide
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1990 Manifest	X						"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1990 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							Hazardous Waste Solid; n.o.s., (Baghouse waste) (D008)

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1991 Manifest	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1991 Manifest	X						"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
NVT 330-010-000	U.S. Ecology Highway 95 89003 Beatty, NV	1991 Manifest	X						"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1991 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAD 097030993	Norris Environmental Services 5215 South Boyle Vernon, Ca 90058	1991 Manifest	X		Acid Copper Solution UN-1832; Waste Chromic Acid Corrosive UN 1906 RQ								
CAT 080-031-628	National Cement/Systech 5 1/2mi NE of Gorman, off Rte. 138, Lebec, CA 93243	1992 Manifest	X					Waste Flammable liquid, N.O.S. (Acetone-D001/F003) Flammable liquid, UN 1993 DOT-E					
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1992 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)			"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)				
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1992 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake) Hazardous Waste Solid: n.o.s. ORM-E NA 9189 (F006) RQ (Filter Press Cake)							

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
NVT 330-010-000	U.S. Ecology Highway 95 Beatty NV 89003	1992 Manifest	X						Buffing lint Non-RCRA Hazardous waste, solid				
CAD009452657	Romic Chemical 2081 Bay Road Palo Alto, CA 94303	1992 Manifest	X					1,1,1 Trichloroethane, ORM-A, UN 2831					
CAT 000 613992	Safety Kleen Corp Bradley Ave Sylmar, CA 91342	1992 Manifest	X				Waste Petroleum Naphtha Combustible liquid						Mineral Spirits
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1992 Manifest	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						
CAD 008302903	Oil and Solvent 1704 W. First St. Azusa, CA 91702	1992 Manifest	X					1,1,1 Trichloroethane, ORM-A, UN 2831					
NVT 330-010-000	U.S. Ecology Highway 95 Beatty NV 89003	1992 Manifest	X						Non-RCRA Hazardous Waste Solid (Buffing Lint)				
CAD 008-252-405	Pacific Resource Recovery 3150 E. Pico Blvd. Los Angeles, CA 90023-3683	1992 Manifest	X										Waste Paint Related Material ; Non RCRA Hazardous Waste, Solid
CAT 080-000-101	Appropriate Technologies II 1700 Maxwell Road Chula Vista, CA 91911	1993 Manifest	X			RQ Waste Chromic Acid Solution, 6; UN 1755 PG II (D002, D007)							
CAD 028-277-036	Asbury Environmental	1993 Hazardous Waste Report		X									
CAD 008302903	Oil and Solvent 1704 W. First St. Azusa, CA 91702	1993 Hazardous Waste Report	X					"Non-RCRA Hazardous Waste Liquid" (Non-Regulated Materials) 1,1-Dichloro-1-Flouroethane 95-98% and dirt and inert solids"					

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAD 008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	1994 Hazardous Waste Report	X					Hazardous Waste Liquid, N.O.S., (F002), 9, NA3082, PG III					
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1994 Hazardous Waste Report	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1994 Hazardous Waste Report	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1994 Hazardous Waste Report	X						Buffing lint Non- RCRA Hazardous waste, solid				
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1994 Manifest	X				Waste Petroleum Naphtha Combustible liquid						
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)	"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)	RQ Hazardous Waste Solid, n.o.s., 9 Na 3077, PG III (D008) (Refractory bricks & other solid mat's.)	"NON-RCRA Hazardous Waste Solid" (Debris Contaminated with Acid)	"RQ" Polychlorinated Biphenyls, Mixture (Capacitor), 9, UN 3215, PG III	
CAT 080-022-148	Broco Environmental Inc. N. Alder Avenue Rialto, CA 92377	1995 Manifest	X				Water, oil separator sludge no-RCRA Hazardous Waste liquid						
CAD 028-277-036	Asbury Environmental	1995 Hazardous Waste Report		X									
CAD 982-497-158	California AETC	1995 Hazardous Waste Report		X									
ILD 099-202-681	Chemical Waste Management	1995 Hazardous Waste Report		X									
CAD 008-302-903	Chemical Waste Management 1704 W. First St. Azusa, CA 91702	1995 Manifest	X					"RQ Waste Flammable Liquids, N.O.S. (Petroleum Distillates) 3, UN 1993, PG II, (D001, F003, F005) Waste Halogenated Irritating liquids, N.O.S. (Freon 112 and oil), 6.1 UN 1610, PG II (F001, F002); RQ "Waste Flammable Liquids, n.o.s., 3, UN 1993, II (D001)(Acetone, Toluene), RA Halogenated Irritating Liquids, n.o.s., 6.1, UN 1610, II Poison (F001) (Dichlorofluoroethane, Fatty Acids)					

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1995 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)	"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)	RQ Hazardous Waste Solid, n.o.s., 9 Na 3077, PG III (D008) (Refractory bricks & other solid mat's.)	"NON-RCRA Hazardous Waste Solid" (Debris Contaminated with Acid)		
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1995 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1995 Hazardous Waste Report	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						
CAD 000-048-934	Falcon Disposal	1995 Hazardous Waste Report		X									
CAD 981-634-116	Rust & Sons	1995 Hazardous Waste Report		X									
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1995 Hazardous Waste Report	X				Waste Petroleum Naphtha Combustible liquid						
NVT 330-010-000	U.S. Ecology Highway 95 89003 Beatty, NV	1995 Hazardous Waste Report	X						Buffing lint Non-RCRA Hazardous waste, solid				
CAD 072-953-771	United Pumping	1995 Hazardous Waste Report		X									
TXD 000-838-896	Chemical Waste Management Inc. P.O. Box 2563 (77643) Port Arthur, TX 77640	1996 Manifest	X									RQ Polychlorinated biphenyls, 9; UN2315; PG III	
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1996 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1996 Hazardous Waste Report	X				Waste Petroleum Naphtha Combustible liquid						
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1996 Manifest	X			RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)	"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)	RQ Hazardous Waste Solid, n.o.s., 9 Na 3077, PG III (D008) (Refractory bricks & other solid mat's.)		"RQ" Polychlorinated Biphenyls, 9; UN2315, PG II Confirmation of destruction at Port Arthur.	
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1996 Manifest	X						Buffing lint Non-RCRA Hazardous waste, solid				
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1996 Manifest	X				Water, oil separator sludge non-RCRA Hazardous waste liquid						

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAD 099-452-708	Industrial Service CO/ATI 1700 Soto St. Los Angeles, CA 90023	1998 Manifest		X			Oily Water						
CAD 099-452-708	Industrial Service CO/ATI 1700 Soto St. Los Angeles, CA 90023	1998 Manifest		X									
CAT 000-613-976	Safety Kleen Hickson St. CA 91731	1998 Manifest		X			Waste Petroleum Naphtha Combustible liquid						
TXTD 982290140	Laidlaw Environmental Services (TES), Inc. 500 Battleground Road La Porte, TX 77571	1998 Manifest	X										Hazardous Waste N.O.S. (Lead), 9, NA 3077, III
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1998 Manifest	X			"RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAD 008302903	Chemical Waste Management 1704 W. First Street Azusa, CA 91702	1998 Manifest											RQ, Waste Paint Related Material; 3: UN1263: PGII (D001, D035, F003, F005)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1998 Manifest	X				Non- RCRA Hazardous Waste Solid (Absorbant contaminated w/ oil)		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)				NON-RCRA Hazardous Waste Solid (Lab Pack/Silver Brazing Flux) RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PG III (D008) (Foundry sand & other misc. solid waste mat'ls.)
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1998 Manifest	X				NON- RCRA Hazardous Waste, Liquid (Water, Oil)						
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1999 Manifest	X				NON- RCRA Hazardous Waste, Liquid (Water, Oil)						
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1999 Manifest	X				"RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)						
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1999 Manifest	X				NON- RCRA Hazardous Waste, Liquid (Water, Oil) "Non-RCRA Hazardous Waste Solid (Absorbent contaminated w/ oil)		"Non-RCRA Hazardous Waste Solid" 9, NA 3077, PG III, (Buffing Lint & misc. solid waste)				NON-RCRA Hazardous Waste Solid (Lab Pack/Silver Brazing Flux) RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PG III (D008) (Foundry sand & other misc. solid waste mat'ls.)

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2000 Manifest	X				Non- RCRA Hazardous Waste Solid (Absorbant contaminated w/ oil)		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)				RQ, Waste Paint related material, 3, UN1263, II (D001, D035, F003, F005); Non-Rcra Hazardous Waste Solid (Labpack)
AZD980735500	World Resources Company 8113 West Sherman Street Phoenix, Arizona 85043	2000 Manifest	X			RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge							
AZD 060-624-251	Phelps Dodge Miami, Inc. AKA: Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	2000 Manifest	X			"RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)							
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	2000 Manifest	X				NON- RCRA Hazardous Waste, Liquid (Water, Oil)						
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2001 Manifest	X				Non- RCRA Hazardous Waste Solid (Absorbant contaminated w/ oil)		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)				RQ, Waste Paint related material, 3, UN1263, II (D001, D035, F003, F005); Non-Rcra Hazardous Waste Solid (Labpack)
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	2001 Manifest	X				NON- RCRA Hazardous Waste, Liquid (Water, Oil) Coolant						
CAD 063-547-996	All Waste Transporation & Remediation 12475 Liagas Ave. San Martin, CA 95046	2001 Hazardous Waste Report		X									
NJD 080-631-369	ONYX Environmental Services 1 Eden Lane NJ 07836	2001 Hazardous Waste Report		X									
CAT 080-014-079	ONYX Environmental Services 1126 Hensley Street Richmond, CA 94801	2001 Manifest	X					Waste Flammable liquids, n.o.s. (Solvents, Polyurathane resins) 3, UN1993, II: RQ Waste Flammable liquids, n.o.s. (solvents, polyurathane resins) 3, UN1993, II; Waste Caustic Alkali Liquids, n.o.s. (Epoxy Resin w/ Triethanolamine)					
SCR 000-075-150	Safety Kleen Systems, Inc. 1301 Gervais Street Suite 300 Columbia, SC 29211	2001 Hazardous Waste Report		X									
TXD 077-603-371	Safety Kleen Systems, Inc. 1722 cooper Creek Road Denton, TX 76206	2001 Manifest	X										Hazardous Waste, Liquid, N.O.S. (Lead) 9 NA 3082 PGIII (ERG#171)
AZD 980-735-500	World Resources Company 8113 West Sherman Street Tolleson, AZ 85353	2001 Hazardous Waste Report	X			RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge							

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAT 080-013-352	Demienno Kerdoon 2000 North Alameda St. Compton, CA 90222	2002 Manifest	X				NON- RCRA Hazardous Waste, Liquid (Water, Oil) Coolant						
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2002 Manifest	X			RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge			"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)		Non Hazardous Soil; Non RACA Hazardous Waste Solid (NON -F Listed Plating solution Filter Media);		RQ Waste Flammable Liquids, N.O.S, 3 Un 1993, III, (D001, D035, F003, F005) Hazardous Waste Solid, N.O.S. (Lead) 9, NA 3077, PG III: Oil and absorbent Non RCRA Hazardous Waste Solid, RQ, Hazardous Waste Liquid N.O.S. (Tetrachloroethene) 9 Na 3082, PG III ;Non RCRA Hazardous Waste solid NOS (Soil contaminated with metals); RQ Asbestos, 9, NA 2212, PGIII (NA ERG 171) NON-RCRA Hazardous Waste Solid (Non-listed plating solution filter media)
CAT000613893	Safety Kleen Systems, Inc. 10625 Hickson St. Unit A El Monte, CA 91731	2002 Manifest	X				Oil and Absorbent Non RCRA Hazardous Waste Solid				Sand and Absorbent Non RCRA Hazardous Waste Solid		Used Cleaning Compounds, N.O.I.B.N. Liquid (Not USDOT or US EPA regulated) aqueous parts washer solution (8.3 gal); Hazardous Waste Solid N>O>S> (Lead), 9, NA 3077, PG III
CAT000613893	Safety Kleen Systems, Inc. 10625 Hickson St. Unit A El Monte, CA 91731	2002 Manifest	X										Hazardous Waste, Liquid, N.O.S. 9, NA 3082 PG III (D039) Aqueous Brake Solution; Used Cleaning compounds, N.O.I.B.N. Liquid (Not US DOT or USEPA regulated) Aqueous parts washer solution : Used cleaning compun, N.O.I.B.N Liquid (Not USDOT or USEPA Regulated) Aqueous immersion cleaner
ARD069748192	Teris - El Dorado AKA ENSCO 309 American Circle El Dorado, AR 71730	2002 Manifest	X										RQ Waste Carbon, Activated, 4.2, UN1362, PG II (D039), (PF:50012283)

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
ARD069748192	Teris - El Dorado AKA ENSCO 309 American Circle El Dorado, AR 71730	2002 Manifest	X										Liquid, N.O.S. (Petroleum Distillates), RQ, Waste Toxic Solids, N.O.S. (Lead) 6.1, UN 2811, PG II; Waste Corrosive Liquid, Basic, Inorganic N.O.S. (Sodium hydroxide), 8, UN 3266, PG II

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids	Plating Sludge	Oils	Solvents	Buffing Lint	Refractory Brick	Non-RCRA Waste	Polychlorinated Biphenyls	Other
CAD097030993	U.S. Filter Recovery Services 5375 So. Boyle Avenue Los Angeles, CA 90058	2002 Manifest	X		RQ Waste Corrosive Liquids, N.O.S. (Nitric Acid) 8 UN1760 PG II (D002); RQ Waste Corrosive Liquid Acidic, Inorganic, N.O.S. (Chromic Acid), UN 3264, PG II (D002); RQ Waste Corrosive Liquid, Acidic, Inorganic N>O>S> (Sulfuric Acid) 8 UN3264, PG II (D002)						Aqueous Solution Containing Nickel (Non RCRA Hazardous Waste Liquid)		RQ, Hazardous Waste Liquid, N.O.S. (Chromium) 9, NA 3082, III (D007); RQ Waste Caustic Alkali Liquids, N.O.S. (Potassium Hydroxide) 8, UN 1719, PG II (D002)
AZD 980-735-500	World Resources Company 8113 West Sherman Street Tolleson, AZ 85353	2002 Manifest	X			RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge							
TXD982560294	NSSI Recovery Services, Inc. 5711 Etheridge Houston, TX 7787	2002 Manifest	X										Waste Uranyl Nitrate, solid, 7, UN 2981 Waste Thorium Nitrate, Solid, 7, UN 2976
CAD008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	2002 Manifest	X										Lab Pack: Waste Aerosols, Waste Flammable liquids, waste toxic liquids organic etc. (Manifest # 22094875- November 1, 2002
WAD991281767	Burlington Environmental, Inc. Kent 20245 77th Avenue South Kent, WA 98032	2002 Manifest	X										Waste sodium hydrosulfite, 4.2 Un 1384 PGII
AZD049318009	Clean Harbors Environmental Services 1340 N. Lincoln Street Phoenix, AZ 85009	2002 Manifest	X										RQ, Waste Flammable Liquid, NOS, 3, UN 1993 PG III (methyl ethyl keton, toluene); RQ Waste Allyl Alcohol, 6.1, UN 1680, PG I; RQ, Waste Zinc Cyanide, 6.1, UN 1913, PGI
CAT080033681	D/K Environmental 3650 E. 26th Street Los Angeles, CA 90023	2002 Manifest	X										Hazardous Waste Liquid, N.O.S. (Lead) 9, NA 3082, III; Non RCRA Hazardous Waste Liquid, (Evaporator Water)
NA	La Paz County Landfill 26999 Highway 95, Mile Post 128 Parker, Arizona 85344	Non-Hazardous Waste Manifest	X										Uncontaminated friable and/or non-friable asbestos (ACM)

Acids

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in the same year					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1983 Manifest	X		Waste Acid Sludge Corrosive (Sulfuric Acid, Nickel Sulfate, Chromium Sulfate, Copper Sulfate, Water)
CAD 02074 8125	Casmalia Disposal 539 San Ysidro Rd Santa Barbara, CA 93108	1984 Manifest	X		Waste Acid Sludge Corrosive (Sulfuric Acid, Nickel Sulfate, Chromium Sulfate, Copper Sulfate, Water)
CAD 02074 8125	Casmalia Disposal 539 San Ysidro Rd Santa Barbara, CA 93108	1985 Manifest	X		Waste Acid Sludge Corrosive (Sulfuric Acid, Nickel Sulfate, Chromium Sulfate, Copper Sulfate, Water)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1986 Manifest	X		Waste Acid liquid NOS (corrosive) Corrosive material (Sulfuric Acid, Chromic Acid, Copper Sulfate and Chromium)

Acids

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Acids
CAD 097030993	Norris Environmental Services 5215 South Boyle Vernon, Ca 90058	1991 Manifest	X		Acid Copper Solution UN- 1832; Waste Chromic Acid Corrosive UN 1906 RQ
CAT 080-000-101	Appropriate Technologies II 1700 Maxwell Road Chula Vista, CA 91911	1993 Manifest	X		RQ Waste Chromic Acid Solution; 6: UN 1755 PG II (D002, D007)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1993 Hazardous Waste Report	X		"RQ" Waste Corrosive Liquid, N.O.S., (Cyanide solutions, Corrosive Material UN 1760, (D002,D003,D007,
CAD097030993	U.S.Filter Recovery Services 5375 So. Boyle Avenue Los Angeles, ca 90058	2002 Manifest	X		Corrosive Liquids, N.O.S. (Nitric Adic) 8 UN1760 PG II (D002); RQ Waste Corrosive Liquid Acidic, Inorganic, N.O.S, (Chromic Acid), UN 3264, PG II (D002); RQ Waste Corrosive Liquid, Acidic, Inorganic N>O>S> (Sulfuric Acid) 8 UN3264, PG II (D002)

Filter Cake -Plating Sludge

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in the same year					
EPA ID#	TSDF or Transporter (See Column D or E)	Year and Report Title	TSDF	Transporter	Plating Sludge
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1981 Manifest	X		Waste Water Treatment Sludge
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1982 Manifest	X		Waste Water Treatment Sludge
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1983 Manifest	X		Waste Water Treatment Sludge
CAD 067 786749	BKK Corporation 2210 Azusa Avenue West Covina, CA 91791	1984 Manifest	X		Waste Water Treatment Sludge
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1985 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1986 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1987 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Inspiration Consolidated Copper Company AKA Cyprus Miami Corp. US Highway 60/70 Claypool, AZ 85532	1987 Manifest	X		Hazardous Solid Waste; n.o.s. ORME-E (Wastewater Treatment Filter Cake) NA 9189

EPA ID#	TSDF or Transporter (See Column D or E)	Year and Report Title	TSDF	Transporter	Plating Sludge
AZD 060-624-251	Inspiration Consolidated Copper Company AKA Cyprus Miami Corp. US Highway 60/70 Claypool, AZ 85532	1988 Manifest	X		Hazardous Solid Waste; n.o.s. ORME-E (Wastewater Treatment Filter Cake) NA 9189
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1988 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1989 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1989 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1990 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1991 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1992 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1992 Manifest	X		Hazardous Waste Solid; n.o.s. ORM-E NA 9189 (F006) RQ (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1992 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)

EPA ID#	TSDF or Transporter (See Column D or E)	Year and Report Title	TSDF	Transporter	Plating Sludge
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1993 Hazardous Waste Report	X		RQ Hazardous Waste Solid, n.o.s., ORM-E, NA 9189
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1993 Hazardous Waste Report	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1994 Hazardous Waste Report	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1995 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1995 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1996 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1996 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1997 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PG III (F006) (Filter Press Cake)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1998 Manifest	X		"RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)

Filter Cake -Plating Sludge

EPA ID#	TSDf or Transporter (See Column D or E)	Year and Report Title	TSDf	Transporter	Plating Sludge
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1999 Manifest	X		"RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD980735500	World Resources Company 8113 West Sherman Street Phoenix, Arizona 85043	2000 Manifest	X		RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge
AZD 060-624-251	Phelps Dodge Miami, Inc. AKA: Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	2000 Manifest	X		"RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PGIII (F006) (Filter Press Cake)
AZD 980-735-500	World Resources Company 8113 West Sherman Street Tolleson, AZ 85353	2001 Hazardous Waste Report	X		RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2002 Manifest	X		RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge
AZD 980-735-500	World Resources Company 8113 West Sherman Street Tolleson, AZ 85353	2002 Manifest	X		RQ, Hazardous Waste, solid, n.o.s., (F006), 9, NA3077, III Filter Cake Sludge

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Oils
CAD 009 522 988	Talley Brothers, Inc. 625 Laura Avenue Huntington Park, CA 90255-2789	1984 Manifest	X		Hazardous Liquid Waste NOS NORM-E Used cutting oil -
CAT 080 011 059	Petroleum Recycling Corporation 1835 E. 29th Street Signal Hill, CA 90806	1985 Manifest	X		Waste, Combustible Liquid N.O.S., NA 1993 (Tank Rinse)
CAD 981 161 128	Rutherford - Pacific 16604 South San Pedro Carson, CA 90746	1986 Manifest	X		Waste Oil NOS Combustible liquid N.A. 1270
CAT 080-013-352	Demenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1987 Manifest	X		Hazardous Waste Liquid NOS ORM-E 9189
CAD 981 161 128	Rutherford - Pacific 16604 South San Pedro Carson, CA 90746	1987 Manifest	X		Waste Oil NOS Combustible liquid N.A. 1270
CAT 080-013-352	Demenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1988 Manifest	X		Hazardous Waste Liquid NOS ORM-E 9189
CAT 080 011 059	Petroleum Recycling Corporation 1835 E. 29th Street Signal Hill, CA 90806	1989 Manifest	X		Waste, Combustible Liquid N.O.S., NA 1993 (Tank Rinse)
CAT 080-013-352	Demenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1989 Manifest	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
CAT 080-013-352	Demenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1990 Manifest	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
CAT 080-013-352	Demenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1991 Manifest	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
	Safety Kleen Corp Bradley Ave 91342	13024 Sylmar, CA 1992 Manifest	X		Waste Petroleum Naphtha Combustible liquid
CAT 080-013-352	Demenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1992 Manifest	X		Water, oil separator sludge non-RCRA Hazardous waste liquid

EPA ID#	TSDf or Transporter (See Column D or E)	Year and Report Title	TSDf	Transporter	Oils
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1993 Hazardous Waste Report	X		"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1993 Hazardous Waste Report	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1993 Manifest	X		Waste Petroleum Naphtha Combustible liquid
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1994 Hazardous Waste Report	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1994 Manifest	X		Waste Petroleum Naphtha Combustible liquid
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X		"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)
CAT 080-022-148	Broco Environmental Inc. 2610 N. Alder Avenue Rialto, CA 92377	1995 Manifest	X		Water, oil separator sludge no-RCRA Hazardous Waste liquid
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1995 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	1995 Hazardous Waste Report	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1995 Manifest	X		Waste Petroleum Naphtha Combustible liquid
CAT 000-613-893	Safety Kleen Corp. 10625 Hickson St. El Monte, CA 91731	1996 Manifest	X		Waste Petroleum Naphtha Combustible liquid
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1996 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Absorbent contaminated with Oil)
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1996 Manifest	X		

EPA ID#	TSDf or Transporter (See Column D or E)	Year and Report Title	TSDf	Transporter	Oils
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1996 Manifest	X		Water, oil separator sludge non-RCRA Hazardous waste liquid
CAT 000-646-117	Chemical Waste Management 3251 Old Skyline Road Kettleman, CA 93239	1997 Manifest	X		Non-RCRA Hazardous Waste Solid" (Absorbent contaminated w/ oil) Non-RCRA Hazardous Waste, Liquid (water, oil separator sludge)
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1997 Manifest	X		
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1997 Manifest	X		NON-RCRA Hazardous Waste, Liquid (Water, Oil)
CAT 000-613-893	Safety Kleen Hickson St. El Monte, CA 91731	1997 Manifest	X		Waste Petroleum Naphtha Combustible liquid
CAD 099-452-708	Industrial Service CO/ATI 1700 Soto St. Los Angeles, CA 90023	1998 Manifest		X	Oily Water
CAT 000-613-976	Safety Kleen Hickson St. El Monte, CA 91731	1998 Manifest		X	Waste Petroleum Naphtha Combustible liquid
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1998 Manifest	X		Non- RCRA Hazardous Waste Solid (Absorbant contaminated w/ oil)
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1998 Manifest	X		NON- RCRA Hazardous Waste, Liquid (Water, Oil)
CAT 080-013-352	Demunno Kerdoon 2000 North Alameda St. Compton, CA 90222	1999 Manifest	X		NON- RCRA Hazardous Waste, Liquid (Water, Oil)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1999 Manifest	X		NON- RCRA Hazardous Waste, Liquid (Water, Oil)/ "Non-RCRA Hazardous Waste Solid (Absorbent contaminated w/ oil)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2000 Manifest	X		Non- RCRA Hazardous Waste Solid (Absorbant contaminated w/ oil)

EPA ID#	TSDf or Transporter (See Column D or E)	Year and Report Title	TSDf	Transporter	Oils
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	2000 Manifest	X		NON- RCRA Hazardous Waste, Liquid (Water, Oil)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2001 Manifest	X		Non- RCRA Hazardous Waste Solid (Absorbant contaminated w/ oil)
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	2001 Manifest	X		NON- RCRA Hazardous Waste, Liquid (Water, Oil) Coolant
CAT 080-013-352	Demmenno Kerdoon 2000 North Alameda St. Compton, CA 90222	2002 Manifest	X		NON- RCRA Hazardous Waste, Liquid (Water, Oil) Coolant
CAT000613893	Safety Kleen Systems, Inc. 10625 Hickson St. Unit A El Monte, CA 91731	2002 Manifest	X		Oil and Absorbent Non RCRA Hazardous Waste Solid
CAD 008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	2003 Manifest	X		Hazardous Waste Liquid (Oil, Water, Tetrachloroethylen e, 9, NA3082, PGIII
CAD 008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	2003 Manifest	X		NonRCRA Hazardous Waste Liquid (Oil w/
CAD 008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	2004 Manifest	X		Hazardous Waste Liquid (Oil, Water, Tetrachloroethylen e, 9, NA3082, PGIII
CAD 008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	2004 Manifest	X		NonRCRA Hazardous Waste Liquid (Oil w/
ARD069748192	Teris - El Dorado 309 American Circle El Dorado, AR 71730	2004 Manifest	X		Hazardous Waste Liquid, N.O.S. 9, NA3082, PG III (Oil) D008
ARD069748192	Teris - El Dorado 309 American Circle El Dorado, AR 71730	2004 Manifest	X		Non-RCRA Hazardous Waste Solid, (Oily Debris)
CAD044429835	Teris - Wilmington 1737 East Denni Street Wilmington, CA 90744	2004 Manifest	X		Non RCRA Hazardous Waste Solid, NR, (Plastic Cabinet contaminated with Oil)

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment if					
EPA ID#	TSDF or Transporter (See Column D or E)	Year and Report Title	TSDF	Transporter	Solvents
CAD 020161642	Detrex Corp. 3027 Fruitland Avenue Los Angeles, CA 90058	1986 Manifest	X		Waste Perchloroethylene ORM-A UN1897
CAT 080-031-628	National Cement/Systech 5 1/2mi NE of Gorman, off Rte. 138, Lebec, CA 93243	1992 Manifest	X		Waste Flammable liquid, N.O.S. (Acetone-D001/F003) Flammable liquid, UN 1993 DOT-E
CAD009452657	Romic Chemical 2081 Bay Road Palo Alto, CA 94303	1992 Manifest	X		1,1,1 Trichloroethane, ORM-A, UN 2831
CAD 008302903	Oil and Solvent 1704 W. First St. Azusa, CA 91702	1992 Manifest	X		1,1,1 Trichloroethane, ORM-A, UN 2831
CAD 008302903	Oil and Solvent 1704 W. First St. Azusa, CA 91702	1993 Hazardous Waste Report	X		"Non-RCRA Hazardous Waste Liquid" (Non-Regulated Materials) 1,1-Dichloro-1-Flouroethane 95-98% and dirt and inert solids"
CAD 008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	1994 Hazardous Waste Report	X		Hazardous Waste Liquid, N.O.S., (F002), 9, NA3082, PG III
CAD 008-302-903	Chemical Waste Management 1704 W. First St. Azusa, CA 91702	1995 Hazardous Waste Report	X		"RQ Waste Flammable Liquids, N.O.S. (Petroleum Distillates) 3, UN 1993, PG II, (D001, F003, F005) Waste Halogenated Irritating liquids, N.O.S. (Freon 112 and oil), 6.1 UN 1610, PG II (F001, F002): RQ "Waste Flammable Liquids, n.o.s., 3, UN 1993, II (D001)(Actone, Toluene), RA Halogenated Irritating Liquids, n.o.s., 6.1, UN 1610, II Poison (F001) (Dichlorofluoroethane, Fatty
CAT 080-014-079	ONYX Environmental Services 1125 Hensley Street Richmond, CA 94801	2001 Manifest	X		(Solvents, Polyurathane resins) 3, UN1993, II: RQ Waste Flammable liquids, n.o.s. (solvents, polyurathane resins) 3, UN1993, II; Waste Caustic Alkali Liquids, n.o.s. (Epoxy Resin w/ Triethanolamine) 8, UN 1719, III

Buffing Lint

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Buffing Lint
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1986 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1987 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1988 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1989 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1990 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1991 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, 89003 NV	1991 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Buffing Lint
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1992 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
NVT 330-010-000	U.S. Ecology Highway 95 Beatty NV 89003	1992 Manifest	X		Buffing lint Non-RCRA Hazardous waste, solid
NVT 330-010-000	U.S. Ecology Highway 95 Beatty NV 89003	1992 Manifest	X		Non-RCRA Hazardous Waste Solid (Buffing Lint)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1993 Hazardous Waste Report	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1993 Hazardous Waste Report	X		Buffing lint Non-RCRA Hazardous waste, solid
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1994 Hazardous Waste Report	X		Buffing lint Non-RCRA Hazardous waste, solid
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1995 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1995 Hazardous Waste Report	X		Buffing lint Non-RCRA Hazardous waste, solid

EPA ID#	TSDf or Transporter (See Column D or E)	Year and Report Title	TSDf	Transporter	Buffing Lint
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1996 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc. solid waste)
NVT 330-010-000	U.S. Ecology Highway 95 Beatty, NV 89003	1996 Manifest	X		Buffing lint Non-RCRA Hazardous waste, solid
CAT 000-646-117	Chemical Waste Management 3251 Old Skyline Road Kettleman, CA 93239	1997 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing lint & misc.solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1998 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1999 Manifest	X		"Non-RCRA Hazardous Waste Solid" 9, NA 3077, PG III, (Buffing Lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2000 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2001 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2002 Manifest	X		"Non-RCRA Hazardous Waste Solid" (Buffing Lint & misc. solid waste)

Refractory Bricks

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Refractory Brick
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X		RQ Hazardous Waste Solid, n.o.s, 9 Na 3077, PG III (D008) (Refractory bricks & other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1995 Manifest	X		RQ Hazardous Waste Solid, n.o.s, 9 Na 3077, PG III (D008) (Refractory bricks & other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1996 Manifest	X		RQ Hazardous Waste Solid, n.o.s, 9 Na 3077, PG III (D008) (Refractory bricks & other
CAT 000-646-117	Chemical Waste Management 3251 Old Skyline Road Kettleman, CA 93239	1997 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PG III (D008) (Refractory bricks & other misc.solid

Non-RCRA Waste

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Non-RCRA Waste
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X		"NON-RCRA Hazardous Waste Solid" (Debris Contaminated with Acid)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1995 Manifest	X		"NON-RCRA Hazardous Waste Solid" (Debris Contaminated with Acid)
CAT 000-646-117	Chemical Waste Management 3251 Old Skyline Road Kettleman, CA 93239	1997 Manifest	X		"Non-RCRA hazardous waste solid" (Off-Spec. Ceramic Pallets)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2002 Manifest	X		Non Hazardous Soil; Non RACA Hazardous Waste Solid (NON -F Listed Plating solution Filter Media);
CAT000613893	Safety Kleen Systems, Inc. 10625 Hickson St. Unit A El Monte, CA 91731	2002 Manifest	X		Sand and Absorbent Non RCRA Hazardous Waste Solid
CAD097030993	U.S.Filter Recovery Services 5375 So. Boyle Avenue Los Angeles, ca 90058	2002 Manifest	X		Aqueous Solution Containing Nickel (Non RCRA Hazardous Waste Liquid)

Polychlorinated Biphenyls

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Polychlorinated Biphenyls
CAD 030 584 502	General Electric Company 3601 E. La Palma Avenue Anaheim, Ca 92806	1988 Manifest	X		Hazardous Substance Liquid, N.O.S., ORME-E, NA 9188 RQ (Polychlorinated Biphenyls)
CAD 030 584 502	General Electric Company 3601 E. La Palma Avenue Anaheim, Ca 92806	1989 Manifest	X		Hazardous Substance Liquid, N.O.S., ORME-E, NA 9188 RQ (Polychlorinated Biphenyls)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1994 Hazardous Waste Report	X		"RQ" Polychlorinated Biphenyls, Mixture (Capacitor), 9, UN 3215, PG III
TXD 000-838-896	Chemical Waste Management Inc. P.O. Box 2563 (77643) Port Arthur, TX 77640	1996 Manifest	X		RQ Polychlorinated biphenyls, 9; UN2315; PG III
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1996 Manifest	X		"RQ" Polychlorinated Biphenyls; 9; UN2315, PG II Confirmation of destruction at Port Arthur.
CAT 000-646-117	Chemical Waste Management 3251 Old Skyline Road Kettleman, CA 93239	1997 Manifest	X		"RQ" Polychlorinated Biphenyls; 9; UN2315, PG II Confirmation of destruction at Port Arthur.

Price Pfister Inc. (EPA ID: CAD 008-384-190)					
*NOTE: This may represent multiple shipment in					
EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1985 Manifest	X		Waste Cyanide Solution, poison B
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1985 Manifest	X		Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAD 081-095135	Valley Zinc Compnay 245 S, Industrial Rd. Bakersfield, CA 93307	1985 Manifest	X		Hazardous Waste Solid (Zinc Metal Dust/Bag House Dust)
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1986 Manifest	X		Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAD 081-095135	Valley Zinc Compnay 245 S, Industrial Rd. Bakersfield, CA 93307	1986 Manifest	X		Hazardous Waste Solid (Zinc Metal Dust/Bag House Dust)
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1987 Manifest	X		Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1988 Manifest	x		Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAT000611251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1989 Manifest			Hazardous Waste Solid; n.o.s., ORM-E NA 9189 Zinc Oxide
CAT 000 611 251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1989 Manifest	X		Hazardous Waste Solid; n.o.s., (Baghouse waste) (D008)
CAT 000 611 251	Western Farm Service 3201 Avenue 54, Alpaugh, CA 93201	1990 Manifest	x		Hazardous Waste Solid; n.o.s. ORM-E, NA 9189; Zinc Oxide
AZD 060-624-251	Cyprus Miami Mining US Highway 60/70 Claypool, AZ 85532	1990 Manifest	X		Hazardous Waste Solid; n.o.s., (Baghouse waste) (D008)
CAT 000 613992	Safety Kleen Corp 13024 Bradley Ave Sylmar, CA 91342	1992 Manifest	X		Mineral Spirits
CAD 008-252-405	Pacific Resource Recovery 3150 E. Pico Blvd. Los Angeles, CA 90023-3683	1992 Manifest	X		Waste Paint Related Material ; Non RCRA Hazardous Waste, Solid
AZC 022-693-359	CQM/Butterfield Station 40404 S. 99th Street Mobile, AZ 85329	1997 Manifest	X		"RQ" Asbestos, 9, NA 2212, PG II
TXD 077-603-371	Safety Kleen Corp. 1722 Cooper Creek Road Denton, TX 76208	1997 Manifest	X		Hazardous Waste, Liquid, N.O.S., 9 NA 3082 PG III (D006, D039) (ERG# 171) Aqueous Parts Cleaner

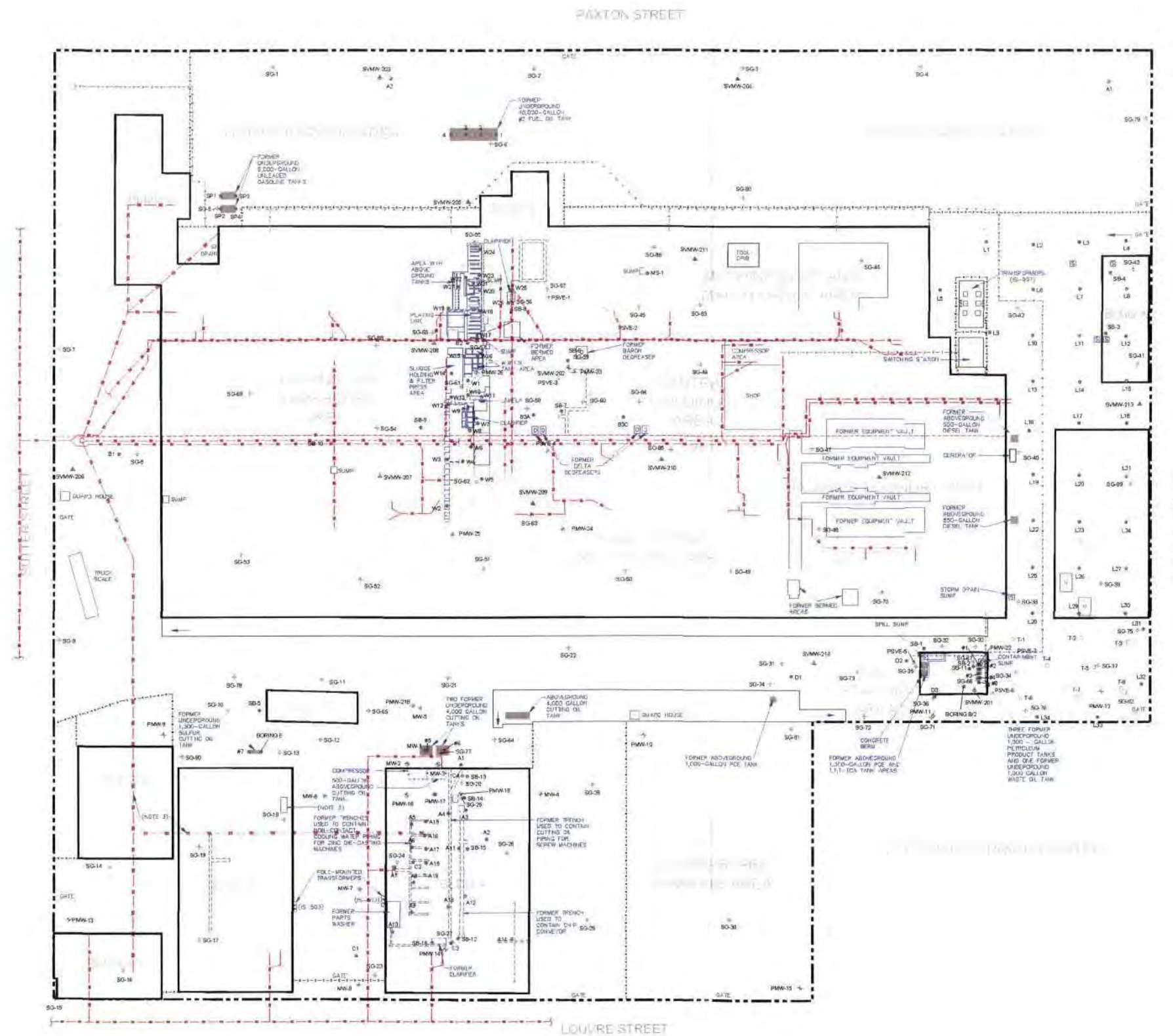
EPA ID#	TSDF or Transporter (See Column D or E)	Year and Report Title	TSDF	Transporter	Other
CAT 080-014-079	Advanced Environmental Tech Services 1125 Hensey St. Richmond, CA 94801	1997 Manifest	X		liquids, n.o.s., 3 UN 1993, II (D001); Waste Oxidizing liquid, n.o.s., 5.1, UN1479, I; Waste Oxidizing solid, n.o.s., 5.1, Un 1479, I; Waste toxic solid, inorganic, n.o.s. (sodium arsenite, ammonium vanadate) 6.1, UN3288, II
CAD 008-302-903	Chemical Waste Management 1704 W. First St. Azusa, CA 91702	1997 Manifest	X		RQ Waste Flammable Liquids, n.o.s. (Petroleum distillates, Naptha) 3, UN 1993, II (D001)
CAT 000-646-117	Chemical Waste Management 3251 Old Skyline Road Kettleman, CA 93239	1997 Manifest	X		RQ Hazardous Waste Solid, n.o.s., 9, NA 3077, PG III (D008) (Foundary sand & other misc. solid waste mat'ls) RQ Asbestos, 9, NA 2212, PGIII (NA ERG 171)
TXTD 982290140	Laidlaw Environmental Services (TES), Inc, 500 Battleground Road La Porte, TX 77571	1998 Manifest	X		Hazardous Waste N.O.S. (Lead), 9, NA 3077, III
CAD 008302903	Chemical Waste Management 1704 W. First Street Azusa, CA 91702	1998 Manifest			RQ, Waste Paint Related Material; 3; UN1263: PGII (D001, D035, F003, F005)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1998 Manifest	X		NON-RCRA Hazardous Waste Solid (Lab Pack/Siver Brazing Flux) RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PG III (D008) (Foundry sand & other misc. solid waste mat'ls.)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	1999 Manifest	X		NON-RCRA Hazardous Waste Solid (Lab Pack/Siver Brazing Flux) RQ Hazardous Waste Solid, n.o.s., 9 NA 3077, PG III (D008) (Foundry sand & other misc. solid waste mat'ls.)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2000 Manifest	X		RQ, Waste Paint related material, 3, UN1263, II (D001, D035, F003, F005); Non-Rcra Hazardous Waste Solid (Labpack)
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2001 Manifest	X		RQ, Waste Paint related material, 3, UN1263, II (D001, D035, F003, F005); Non-Rcra Hazardous Waste Solid (Labpack)
TXD 077-603-371	Safety Klean Systems, Inc. 1722 cooper Creek Road Denton, TX 76208	2001 Manifest	X		Hazardous Waste, Liquid, N.O.S. (Lead) 9 NA 3082 PGIII (ERG#171)

Other

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Other
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2002 Manifest	X		Hazardous Waste Solid, N.O.S. (Lead) 9, NA 3077, PG III; Oil and absorbent Non RCRA Hazardous Waste Solid, RQ, Hazardous Waste Liquid N.O.S. (Tetrachloroethene) 9 Na 3082, PG III; Non RCRA Hazardous Waste solid NOS (Soil contaminated with metals): RQ Asbestos, 9, NA 2212, PGIII (NA ERG 171) NON-RCRA Hazardous Waste Solid (Non-listed plating solution filter
CAT 000-646-117	Chemical Waste Management 35251 Old Skyline Road Kettleman City, CA 93239	2002 Manifest	X		RQ Waste Flammable Liquids, N.O.S., 3 Un 1993, III, (D001, D035, F003, F005)
CAT000613893	Safety Kleen Systems, Inc. 10625 Hickson St. Unit A El Monte, CA 91731	2002 Manifest	X		Used Cleaning Compounds, N.O.I.B.N. Liquid (Not USDOT or US EPA regulated) aqueous parts washer solution (8.3 gal); Hazardous Waste Solid N>O>S> (Lead), 9, NA 3077, PG III
CAT000613893	Safety Kleen Systems, Inc. 10625 Hickson St. Unit A El Monte, CA 91731	2002 Manifest	X		Hazardous Waste, Liquid, N.O.S. 9, NA 3082 PG III (D039) Aqueous Brake Solution; Used Cleaning compounds, N.O.I.B.N, Liquid (Not US DOT or USEPA regulated) Aqueous parts washer solution : Used cleaning compun, N.O.I.B.N Liquid (Not USDOT or USEPA Regulated) Aqueous immersion cleaner
ARD069748192	Teris - El Dorado AKA ENSCO 309 American Circle El Dorado, AR 71730	2002 Manifest	X		RQ Waste Carbon, Activated, 4 2, UN1382, PG II (D039), (PF:50012283)
ARD069748192	Teris - El Dorado AKA ENSCO 309 American Circle El Dorado, AR 71730	2002 Manifest	X		RQ, Waste Flammable Liquid, N.O.S. (Petroleum Distillates), RQ, Waste Toxic Solids, N.O.S. (Lead) 6.1, UN 2811, PG II; Waste Corrosive Liquid, Basic, Inorganic N.O.S. (Sodium hydroxide), 8, UN 3266, PG II
CAD097030993	U.S.Filter Recovery Services 5375 So. Boyle Avenue Los Angeles, ca 90058	2002 Manifest	X		RQ , Hazardous Waste Liquid, N.O.S. (Chromium) 9, NA 3082, III (D007); RQ Waste Causstic Alkali liquids, N.O.S. (Potassium Hydroxide) 8, UN 1719, PG II (D002)

Other

EPA ID#	TSD or Transporter (See Column D or E)	Year and Report Title	TSD	Transporter	Other
TXD982560294	NSSI Recovery Services, Inc. 5711 Etheridge Huston, TX 7787	2002 Manifest	X		Waste Uranyl Nitrate, solid, 7, UN 2981 Waste Thorium Nitrate, Solid, 7, UN 2976
CAD008364432	RHO-Chem Corporation 425 Isis Avenue Inglewood, CA 90301	2002 Manifest	X		Lab Pack: Waste Aerosols, Waste Flammable liquids, waste toxic liquids organic etc. (Manifest # 22094875- November 1, 2002
WAD991281767	Burlington Environmental, Inc, Kent 20245 77th Avenue South Kent, WA 98032	2002 Manifest	X		Waste sodium hydrosulfite, 4.2 Un 1384 PGII
AZD049318009	Clean Harbors Environmental Services 1340 N. Lincoln Street Phoenix, AZ 85009	2002 Manifest	X		RQ, Waste Flammable Liquied, NOS, 3, UN 1993 PG III (methyly ethyl keton, toluene); RQ Waste Allyl Alochol, 6.1, UN 1680, PG I; RQ, Waste Zinc Cyanide, 6.1, UN 1913, PGI
CAT080033681	D/K Environmental 3650 E. 26th Street Los Angeles, CA 90023	2002 Manifest	X		Hazardous Waste Liquid, N.O.S. (Lead) 9, NA 3082, III; Non RCRA Hazardous Waste Liquid, (Evaporator Water)
NA	La Paz County Landfill 26999 Highway 95, Mile Post 128 Parker, Arizona 85344	Non-Hazardous Waste Manifest	X		Uncontaminated friable and/or non-friable asbestos (ACM)



(Approximate Scale in Feet)

LEGEND:

- * Soil Sample
- Trench Soil Sample
- Soil Gas Grab Sample
- Soil Vapor Monitoring Well
- Soil Vapor Extraction Well
- Groundwater Monitoring Well
- Soil Vapor/Groundwater Monitoring Well
- Free Hydrocarbon Product Collection Well
- Soil Vapor Monitoring/Free Hydrocarbon Product Collection Well
- Former Chlorinated Solvent Degreaser
- Former or Existing Sump
- Former or Existing Below Grade Equipment Vault
- Former Aboveground or Underground Storage Tank
- Approximate Property Boundary
- - - Out-of-Service Railroad Spur
- - - Fence
- - - Former or Existing Trench

UTILITIES:

- - - Existing Sanitary Sewer Line
- - - Possible Abandoned Sanitary Sewer Line
- - - Water Line
- - - Electrical Line

NOTES:

- This figure is intended to indicate the presence of various historical site features but may not include all such features. The actual size, shape and locations of these features may differ from that shown here. The locations of selected historical features were surveyed by Bill Carr Survey, Inc. The locations of most features are based on a review of historical drawings, aerial photographs, and site reconnaissance.
- A clarifier may have existed at this approximate location in Building B based on review of available records.
- Sewer line locations are based on a schematic drawing. Actual sewer locations may vary significantly. Some sewer lines have been abandoned.

Erler & Kalinowski, Inc.
 Site Plan Showing Historical Features
 and Sampling Locations

Table 1
Summary of Former Underground Storage Tanks
Price Pfister Inc., 13500 Paxton Street, Pacoima, California

Tank No. (1)	Size	Contents	Date Installed	Date Removed	Closure Obtained
Building A					
Tank 1	4,000 gal	Pale Oil	1954	1984	No (2)
Tank 10	4,000 gal	Pale Oil	1954	1984	No (2)
Oil Staging Area					
Tank 2	1,000 gal	Used Oil	1971	1984	No (3)
Tank 25	1,000 gal	Hydraulic Oil	1971	1984	No (3)
Tank 26	1,000 gal	Hydraulic Oil	1971	1984	No (3)
Tank 27	1,000 gal	Linseed Oil	1971	1984	No (3)
Other Site Locations					
Tank 3 (Near Building O)	40,000 gal	Fuel Oil No. 2	1975	1989	Yes
Tank 4 (Near Building O)	6,000 gal	Unleaded Gasoline	1979	1988	Yes
Tank 5 (Near Building O)	6,000 gal	Unleaded Gasoline	1979	1988	Yes
Tank 29 (North of Building B)	1,200 gal	Sulfur Cutting Oil	1958	1984	No (3)

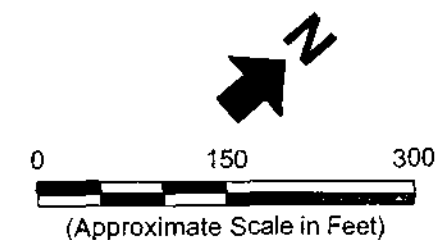
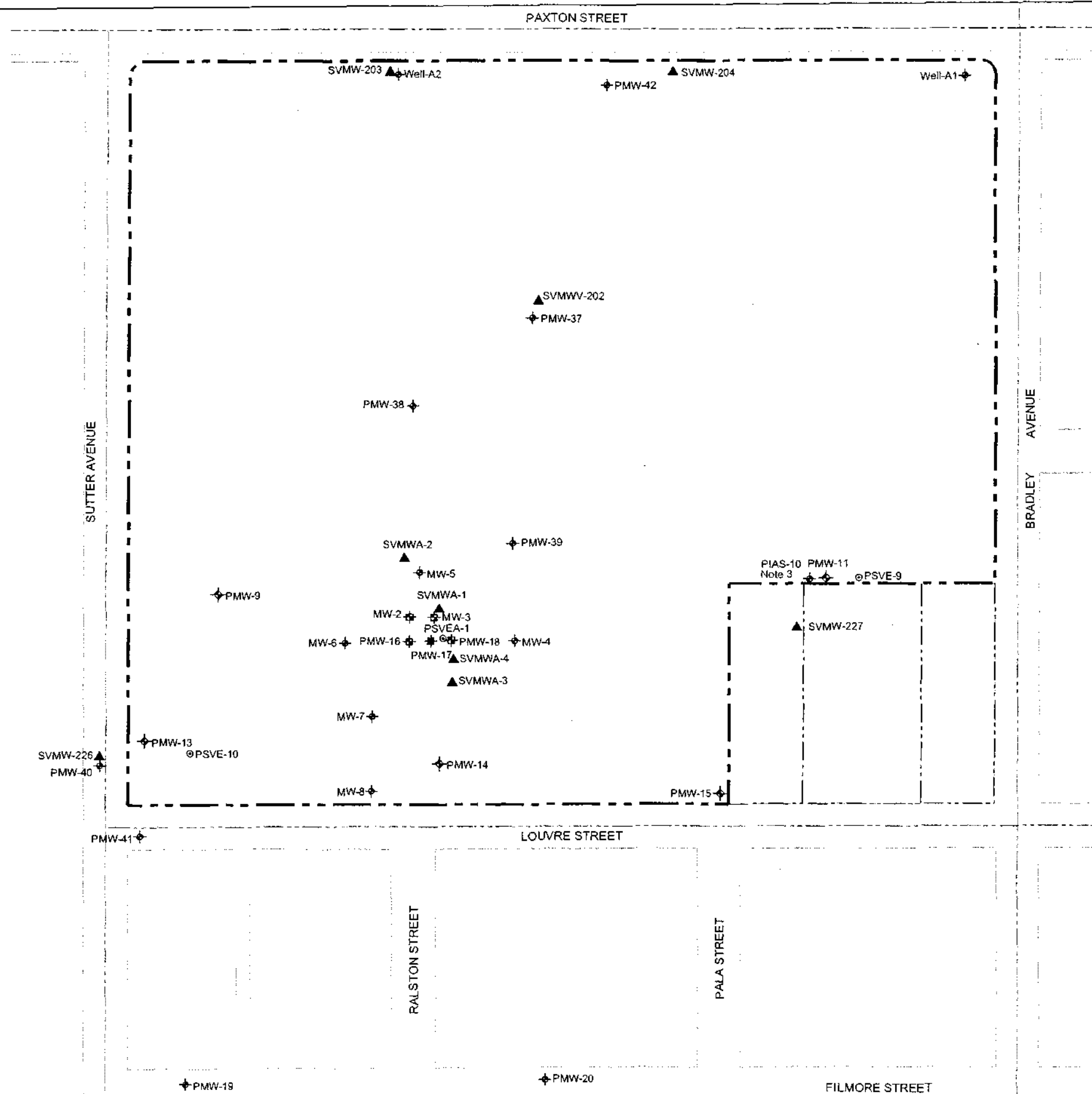
Abbreviations

gal gallons

Notes

- (1) The Price Pfister tank numbering system included both underground and above ground tanks. Tank numbers not listed were for above ground tanks.
- (2) After tank removal, additional investigation was performed in 1986, as requested by the Regional Water Quality Control Board, Los Angeles Region. After completion of this investigation, groundwater monitoring was initiated. Subsequently, free hydrocarbon product recovery was started and is ongoing.
- (3) After tank removal, additional investigation was performed in 1985 and 1986, as requested by the Regional Water Quality Control Board, Los Angeles Region. After completion of this investigation, no further investigation was required related to tank closure at this location.

G:\A20034.03\Oct07\DR\Figures 02 - Site Plan With Well Locations_B3.dwg 10-31-07



Legend:

- ◆ Groundwater Monitoring Well
- ◆ Soil Vapor/Groundwater Monitoring Well
- ◆ Free Hydrocarbon Product Collection Well
- ◆ Soil Vapor Monitoring/Free Hydrocarbon Product Collection Well
- ▲ Soil Vapor Monitoring Well
- ⊙ Soil Vapor Extraction Well
- - - Approximate Site Boundary

Note:

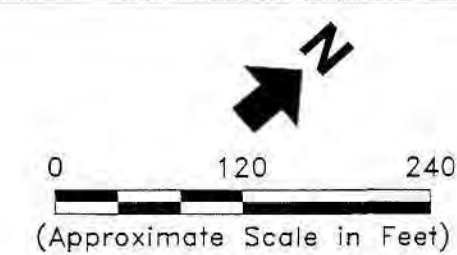
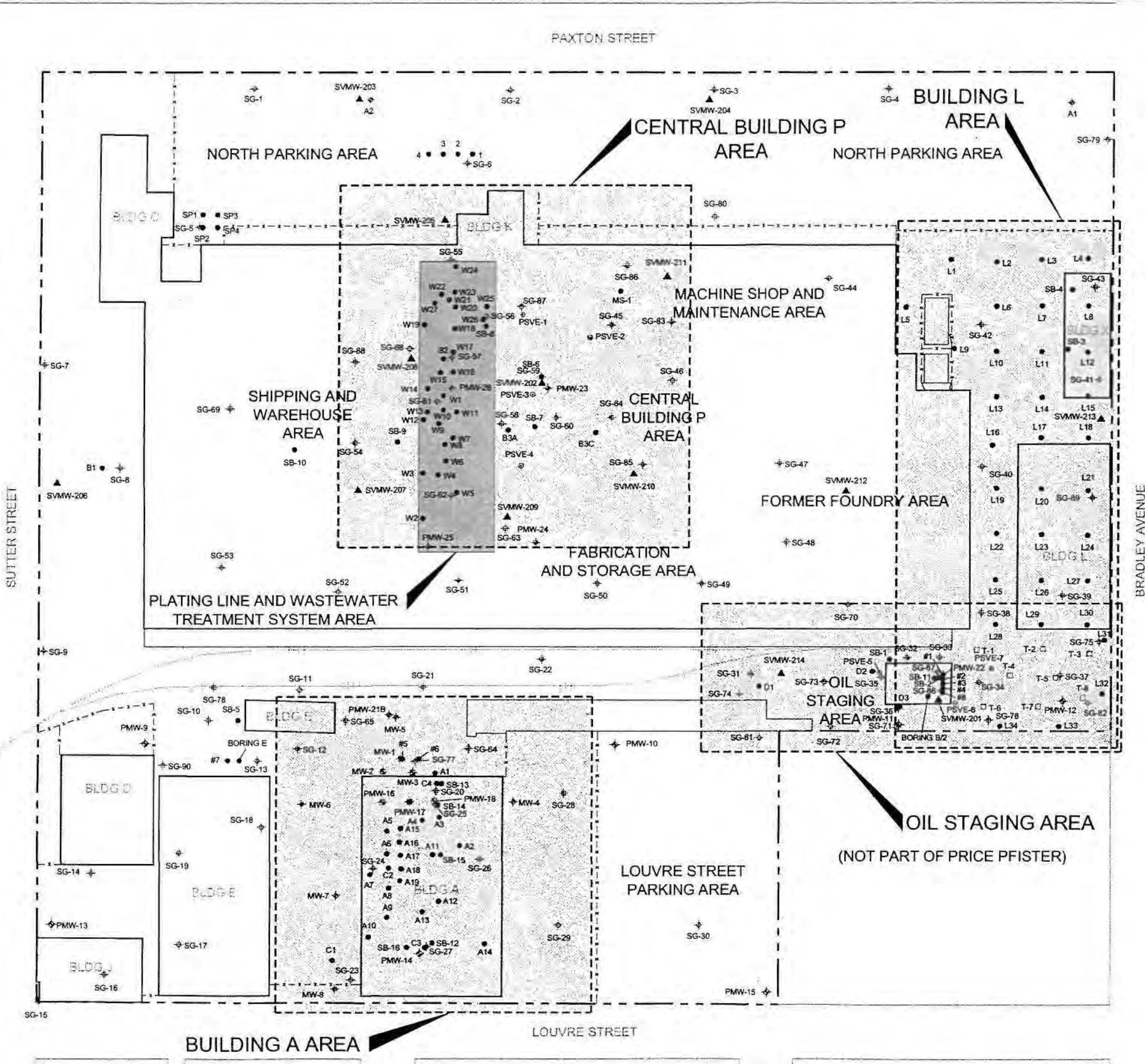
1. All locations are approximate.
2. Well-A1 and Well-A2 are not part of the Price Pfister monitoring program. These wells are monitored by Arcadis on behalf of the Soco West, Inc./Former Holchem Site.
3. As approved by the RWQCB, well PIAS-10 will be abandoned when access allows.

**Erler &
Kalinowski, Inc.**

Site Plan With Well Locations

13500 Paxton Street
Pacoima, CA
October 2007
EKI A20034.03

Figure 2



Legend:

- Soil Sample
- Trench Soil Sample
- ▲ Soil Vapor Monitoring Well
- ⊕ Soil Gas Grab Sample
- ⊙ Soil Vapor Extraction Well
- ⊕ Groundwater Monitoring Well
- ⊕ Soil Vapor/Groundwater Monitoring Well
- ⊕ Free Hydrocarbon Product Collection Well
- ⊕ Soil Vapor Monitoring/Free Hydrocarbon Product Collection Well
- Approximate Property Boundary
- - - Out-of-Service Railroad Spur
- - - Fence

Note:

1. All locations are approximate.

Erler & Kalinowski, Inc.

Identified Detail Areas

Price Pfister, Inc.
Pacoima, CA
February 2003
EKI A20034.03

Figure 4